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AGREEMENT

BETWEEN THE

URBANA ASSOCIATION OF CLASSROOM TEACHERS

AND

URBANA BOARD OF EDUCATION

June 1, 2024 – May 31, 2027

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Article 1–Negotiations Agreement

A. Recognition

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

B. Board Authority

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

C. Negotiations Procedure

1. Directing Requests:

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

modification or deletion of an existing provision of this collective bargaining agreement.

2. Negotiation Meetings:

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

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

3. Representation

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

4. Assistance

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

5. Information

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

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

6. News Releases

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

7. While Negotiations are in Progress:

a. Recesses

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

b. Courtesy (Protocol)

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

c. Item Agreement

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

d. Schedule of Meetings

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

e. Agenda

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

D. Agreement

When an agreement is reached through negotiations the outcome shall be reduced to writing, with two signed copies, one for the Association and one for the Board of Education. The agreement shall be submitted to the Association and to the Board of Education for formal approval within fifteen (15) calendar days. Following ratification by the Association and the Board of Education, the agreement shall be signed by the President of the Board of Education, the Superintendent of Schools, the President/Co-Presidents of the Association, the chief negotiator for the Association and shall become a collective bargaining contract for both parties.

E. Disagreement

1. Mediation:

a. In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse.

b. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

c. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by both parties.

d. The parties shall jointly prepare a request for Federal Mediation and direct such a request to the Federal Mediation and Conciliation Service.

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

e. The mediator has no authority to recommend or to bind either party to any agreements.

f. It is agreed that the procedures set forth in this Section constitute a mutually agreed Dispute Settlement Procedure which supersedes the procedures contained in O.R.C. 4117.14, except that the UACT does retain the rights enumerated in O.R.C. 4117.14(D)(2).

2. Advisory Arbitration:

a. If after five (5) days of involvement of the mediator, agreement cannot be reached by both parties, the non-resolved issues will be submitted to advisory arbitration.

b. Both sides will join in a request for the services of an arbitrator from the American Arbitration Association. The arbitrator shall be selected from a list of seven (7) names provided by the American Arbitration Association, in accordance with its rules and regulations. The alternative strike method will be used to determine which of the seven (7) arbitrators will be used.

c. Both parties shall present their case on the unresolved issues according to rules established by the arbitrator and the arbitrator shall issue an advisory position on each of the unresolved issues. The position taken by the arbitrator shall not be binding on either party.

d. Following the issuance of the advisory position by the arbitrator both parties shall have fifteen (15) calendar days to accept or reject the advisement of the arbitrator. Negotiations may continue on those issues during this fifteen (15) day period.

e. The costs of advisory arbitration shall be shared equally by both parties.

F. Definitions

1. "Professional negotiations" means conferring, discussing and negotiating in good faith by a Board of Education or its designated representatives, and the UACT through its designated representatives, in an effort to reach an agreement with respect to salaries, hours, working conditions and teacher welfare by such Board and organization.

2. "Good faith" involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reason and offer counter-proposals. The obligation of a board or its representatives and the representatives of a recognized teacher organization to meet for the purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

3. "Days" shall mean calendar days.

4. "Impasse" shall mean a deadlock which the parties are unable to resolve after good faith negotiations over a period of at least forty (40) days**.** Such impasse shall

include the residue of irresolvable issues in the entire "package" being negotiated, but shall not prevent acceptance of resolved issues.

5. "Urbana Board of Education" referred to in this document as the Board.

6. "Urbana Association of Classroom Teachers" referred to in this document as the UACT.

7. "Shall" - obligatory language.

8. "May" - permissive language.

Article 2–Salary Schedule

A. It is the intent of the Urbana City Board of Education and the UACT to develop a salary schedule that compares with other similar school districts and is within financial reach of the school district.

B. The teacher salary schedule should stimulate professional growth as well as recognize experience as a factor of excellent teaching.

C. Before the salary of a teacher is determined under the provisions of this schedule, he/she shall file an official transcript from any training institution(s), certifying the number of semester or quarter hours earned.

D. No teacher shall be eligible to receive remuneration for teaching until he/she has filed a valid Ohio Teaching Certificate/License and an official transcript of his/her college credits with the Superintendent of Schools.

E. Finally, the salary schedule is designed for equitable compensation to beginning and experienced personnel, as well as administration and extra-curricular responsibilities.

F. General Provisions of the Salary Schedule:

1. The schedule shall apply to all regular teachers.

2. All teachers eligible to advance to the 150-hour column, masters column, masters plus fifteen (15) column, or masters plus thirty (30) hours column shall file an official transcript of credits in the Superintendent's office no later than September 15 if credit is to be received for the current school year.

3. Specify advancement to 150-hour column by total of 150 semester hours only.

G. The salary schedules found in the Appendix provide the agreed upon effective dates and base pay in the Bachelors column at 0 years' experience.

H. There shall be a three percent (3.0%) increase in the base salary for the 2024-2025 school year, and a two percent (2.0%) increase in the base salary for the 2025-2026 school year. The parties agree to a wage re-opener for the 2026-2027 school year.

In order to recognize the retention challenges created by the pandemic, to recognize staff who have continued to work in-person, and to recognize the efforts of staff working with students who have been disproportionately impacted by the pandemic, the district will provide a one thousand two hundred and fifty dollars ($1,250) stipend to all bargaining unit members who were employed by the district at the end of the 2023 - 2024 school year who remain employed at the start of the 2024 - 2025 school year. The payment will be made on the first pay of September 2024.

Article 3–Supplemental Contracts

A. All members of the bargaining unit having additional responsibilities above and beyond their contractual day are entitled to compensation for such responsibilities and shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Such supplemental contracts shall include the following information:

1. name of said employee

2. name of school district and the Board of Education for which the responsibilities shall be performed

3. title and location(s) of the duty and the compensation to be paid for the additional responsibility

4. date when the responsibility is to be performed and compensation is to be made

5. provision for signature and date of signing by the employee, Board President and Treasurer of the Board

6. the signing of the contract must precede the commencement of the duties.

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

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

D. Selection

1. Certificated employees who are holders of supplemental contracts will be notified of the Board's intent not to rehire them in their position by the following deadlines:

a. Fall sports - notice by January 30 - posted by April 30

b. Winter sports - notice by April 30 - posted by June 30

c. Spring sports - notice by June 30 - posted by September 30

d. All other supplementals - notice by April 30 - posted by June 30

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

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

3. Supplemental positions shall be filled according to the following guidelines and be subject to the provisions of the Ohio Revised Code regarding the requirements for such position:

   a. The Board shall offer the position to certificated, qualified employees in the district.

   b. If no one accepts the position, the Board may offer the position to certificated qualified people outside the district.

   c. If no one still accepts the position, the Board may fill that position with any qualified person.

4. If a non-certificated/non-licensed individual has at least three (3) or more consecutive years of experience in a particular supplemental position, the Board may renew the contract of a non-certificated/non-licensed individual currently employed by the Board under the same supplemental contract for an additional year, without first offering the position held by that individual to employees of the district who are certificated/licensed individuals or advertising the position as available to any qualified certificated/licensed individuals who are not currently employed by the Board.

E. Holders of supplemental contracts shall be placed on the appropriate step according to their Urbana experience in that position.

F. Sharing (Splitting) of Supplemental Contracts

1. Any open (unfilled) supplemental position, upon written approval of both the Superintendent AND the UACT President/Co-Presidents, may be posted as a shared position. Such postings will clearly identify that the responsibilities and compensation for the position will be equally divided between the two persons employed for the shared position.

2. Positions filled in this manner will be compensated at the lowest experience level of the two persons employed. (For example, if one person is at step 0 and one is at step 2, then both would split the supplemental for step 0).

3. Positions filled in this manner will be only for one school year. Both contracts for the shared position will be automatically non-renewed.

4. If one of the two persons employed under a shared supplemental contract resigns prior to completion of their duties, the remaining person employed for the position shall be given the option of completing the remaining full responsibilities of the supplemental contract for full compensation as identified in the current collective bargaining agreement. If the remaining employed person elects, in writing, not to complete the supplemental contract as an individual, then a secondary posting for the shared supplemental position shall be posted for five (5) calendar days.

5. If, after the initial posting as a shared position, there are not two qualified candidates identified to share the position, upon written approval of the Superintendent and the UACT President/Co-Presidents, the position may be re-posted as a non-shared position. This secondary posting will be for five (5) calendar days.

G. Athletics

1. Coaches who move from one sport to another begin at the first step of the new sport.

2. Current Urbana employees advancing to a higher level of coaching or who are returning to coaching after a period of absence within the same sport shall get credit for previous coaching experience at Urbana for the purpose of determining salary.

3. Head coaches new to the system may be placed as high as step two, commensurate with past experience.

4. All other coaches new to the system may be placed as high as step one, commensurate with past experience.

5. Head coaching positions shall be paid no later than four weeks after the last varsity contest and all job-related responsibilities have been completed and complete inventory is submitted, whichever is later.

6. Assistant coaching positions shall be paid no later than four weeks after the last varsity contest of their particular sport and all job-related responsibilities have been completed, whichever is later.

H. Department/Grade Level Chairpersons and House Deans

High School departments recognized for chairperson stipends are:

ELA	Math	Science
Social Studies	Intervention Specialist	Related Arts

Junior High departments recognized for chairperson stipends are:

ELA	Math	Science
Social Studies	Intervention Specialist	Related Arts

Elementary School departments recognized for chairperson stipends are one (1) per grade level per building plus one (1) stipend for an Elementary Intervention Specialist Department Chairperson.

Department chairs shall receive written notification of member assignments by no later than the first teacher day of each year.

A House Dean supplemental contract will be offered for each of the four (4) Junior High Houses.

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

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

Article 4–Compensation for Part-Time and Hourly Employees

A. Tutors

1. The hourly rate of pay for tutors of homebound students or tutoring done outside the work day shall be paid at an hourly rate of twenty dollars ($20.00) per hour.

2. One hour of paid planning time shall be granted for every five hours of instruction.

3. Tutor contracts will clearly define responsibilities, direct supervisor, hours and expenses covered.

4. Tutors will be reimbursed for mileage only if the student is being instructed outside the district.

B. Bargaining unit members employed less than full-time on a regular contract shall be paid a prorated amount based on the current salary schedule.

C. The traditional school day and school year is designated in Article 17–Teacher Workday and Planning Time. For hours above the traditional school day or days above the traditional school year, bargaining unit members may be hired at the tutor rate for such activities/ programs.

D. Part-time employees regularly assigned on a half-time or better basis per week shall qualify for all hospitalization and life insurance provisions of the Agreement.

Article 5-Health Insurance

In order to be eligible for insurance, an employee must be employed for at least thirty (30) hours per week. However, any employee who, as of November 1, 2019, is less than 30 hours per week will be grandfathered.

Employees shall not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

Medical

A. The Board will pay eighty five percent (85%) of the premium and the employee will pay fifteen percent (15%) for full-time employees.

B. Stark County Schools Council of Governments

The Urbana City School District Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County/Canton OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of the salary rounded to the nearest $1,000 for each employee. Any employee, as of November 1, 2019, who has life insurance and works less than thirty (30) hours and more than seventeen and one-half (17.5) hours shall be grandfathered.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Section 125 - Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRC Section 125 Tax Shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care FSA and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who was employed with one COG employer prior to June 30, 2015, and moved thereafter to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

Article 6 – Family and Medical Leave Act (FMLA)

The Board and the Union Recognize that unit members are entitled to leave rights provided by the Family Medical leave Act (FMLA).

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

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

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

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

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

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

Article 7–Tuition Reimbursement

A. The Urbana City Board of Education will provide one hundred forty dollars ($140) per quarter hour and/or one hundred seventy dollars ($170) per semester hour for college work beyond the bachelor's degree that meets the requirements of this article up to a maximum of nineteen (19) quarter hours or thirteen (13) semester hours per year and up to a maximum of forty-seven thousand dollars ($47,000) which shall be the total Board expenditure for such reimbursement in each year. The "year" as defined for when courses are taken and for when the above listed maximum expenditures apply shall be July 1 through June 30.

B. This reimbursement is available only to members of the bargaining unit. Tutors and substitute teachers are not eligible for this reimbursement.

C. Payment will be made once a year on or before the first regular pay date in November following the particular eligibility year.

D. Payment will be made only to those employees who return to work in the district the year following their course work. If on an approved leave of absence, the employee will be reimbursed upon returning to work following the leave of absence.

E. For those who have a bachelor's degree but are not fully certified, payment will only be made if the hours are applicable toward full licensure.

F. Payment will be made for undergraduate or graduate courses taken at any state approved institution for teacher education and specifically to improve the employee's performance of their duties in Urbana City Schools. If there is a question concerning suitability of a specific course, the Superintendent will discuss the situation with the employee before approving or disapproving the application.

   If a course application is disapproved, the employee will be given reasons in writing for that disapproval no more than ten (10) school days after the employee submitted said

request. In the event of non-approval of a course request, the decision may be appealed, within ten (10) school days of the employee's signed receipt of the course's non-approval, to the tuition reimbursement committee which shall consist of two (2) teachers appointed by the UACT President/Co-President, the appropriate building principal, and chaired by the Superintendent of Schools. In the event a majority vote is not reached, the decision will be subject to grievance.

G. The employee must submit the tuition reimbursement form in writing to the Superintendent prior to the first class meeting of the course for which reimbursement will be requested.

H. Within 60 days of completion of the course, the employee will resubmit the completed tuition reimbursement form along with a receipt for the actual cost of the course. The employee will submit a grade slip or transcript showing course number and grade received within 60 days of receiving the grade and no checks will be issued until grade slip/transcript is received. Tuition Reimbursement shall not exceed the actual quarter hour or semester hour tuition cost to the employee.

I. In the event that the requests for reimbursement exceed the applicable amounts listed in Section A herein, the total amount of requests for full credit courses will be prorated (divided evenly) into the applicable amounts listed in Section A herein. In any case, however, reimbursement will not exceed one hundred forty dollars ($140) per quarter hour or one hundred seventy dollars ($170) per semester hour.

J. Tuition reimbursement forms will be available in the district office.

K. Both sections of the form must be submitted by the deadlines given in order to receive payment.

Article 8–Severance/Separation Pay

A. Pursuant to Section 124.39, Ohio Revised Code, the Urbana City Board of Education shall grant severance pay to all full-time and half-time employees as described below.

B. Upon an employee's indicated intent to retire and upon receipt by the Board of an application for processing retirement benefits from a retirement system the Board shall grant one (1) day's pay for each three (3) days of accumulated sick leave up to a maximum of three hundred (300) days of accumulated sick leave (maximum severance days of one hundred (100)).

C. In lieu of severance under paragraph B, the Board shall, at the request of any employee who is leaving the district and who has accumulated a total of twenty-five (25) years' service defined by the State Teachers Retirement System with at least fifteen (15) of those years being in Urbana City Schools, grant a separation pay equal to one-half (1/2) the amount that would be granted in the case of retirement (up to a maximum of one hundred fifty (150) days of accumulated sick leave for a maximum separation pay equal to fifty (50)

days). Employees terminated for Just Cause are excluded from this provision and are ineligible to receive any severance pay.

D. Payment in accordance with either paragraph B or C above or paragraph H below shall be considered to eliminate all sick leave credit. Separation payments will be issued in January following separation from employment from the district. For employees who are not eligible for the accumulated leave plan set forth in paragraph H below, the severance payment will be issued in January following retirement.

E. Severance payment shall be made only one (1) time to any employee.

F. The days of accumulated sick leave on which severance pay is based can be a combination of that accumulated in Urbana City Schools and that which is properly transferred from another governmental agency, department or political subdivision.

G. In the event of the death of an employee, the severance or separation pay due such employee shall be paid to the life insurance beneficiary of the employee or the estate of the deceased as though that teacher had actually retired from or left the district on the date of death.

H. Accumulated Leave Plans

All employees who turn 55 or older in the calendar year in which they retire will take part in an Accumulated Leave Plan that is offered by one of the following four companies: VOYA, MetLife/Brighthouse**,** Variable Annuity Life Insurance Co., or Horace Mann.

1. If a retiring member is a participant in an accumulated leave plan, an employer contribution shall be made on his/her behalf under the accumulated leave plan within seventy-five (75) calendar days of the participant's last workday in an amount equal to the lesser of:

    a. The total amount of the Participant's Severance Pay, or

    b. The maximum contribution amount allowable under the terms of the accumulated leave plan.

2. To the extent that an accumulated leave plan participant's severance pay exceeds the maximum amount allowable under the accumulated leave plan for a calendar year, the excess amount shall be payable to the accumulated leave plan in the following January, up to the maximum accumulated leave plan limits for that calendar year. If there is any remaining excess, it shall likewise be paid in subsequent calendar years; provided, however, that if any excess remains at the end of the fifth calendar year following the calendar year of retirement, the remainder shall be paid in cash to the retired employee.

3. If a member is entitled to have a contribution paid to an accumulated leave plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the estate of the deceased member.

Article 9–Intra-School Substitutes

A. Bargaining unit members who agree to act as intra-school substitutes must sign a supplemental contract. Assignments will be made by the building principal.

B. Intra-school substitution may be performed by bargaining unit members who volunteer to sign a supplemental contract to teach during the regular school day during their conference period and/or lunch period.

C. Vocational teachers may not substitute during their vocational planning or student supervision time.

D. Certified employees will be paid for substituting according to the following rates:

1. Ten dollars ($10.00) for up to twenty-five (25) minutes or twenty dollars ($20.00) for periods of twenty-six (26) to fifty (50) minutes at the Elementary level.

2. Twenty dollars ($20.00) per period at Urbana High School.

3. Fifteen dollars ($15.00) for up to a half block (38 minutes) and thirty dollars ($30.00) for a full block (78 minutes) at Urbana Junior High School.

E. Payment is to be made on the first pay date in December and second pay date in June.

F. An administrator shall not place a student in another teacher's classroom for disciplinary reasons (including, but not limited to, In School Suspension or Alternative Learning Center situations) for more than thirty (30) minutes each day.

Article 10–Travel Reimbursement

A. Members of the bargaining unit whose assignments routinely require travel shall be reimbursed at the IRS rate as of August 15 each year.

B. Mileage should include only the travel distance required above what the employee would drive the normal course of getting to and from the work place.

C. Non-routine travel to central points in the district for general teachers' meetings and similar events is not reimbursable.

D. Travel time shall not be used to reduce lunch time or planning time.

E. Travel report forms provided by the Treasurer will be completed monthly, unless alternative arrangements are agreed upon by the treasurer and employee. All report forms for the travel expenses incurred before June 1 must be submitted no later than June 15 in order to be eligible for reimbursement.

F. The maximum mileage reimbursement for any one meeting in which three or more members from the same building attend will be equivalent to the mileage reimbursement for two attendees from each building divided equally among those who drive.

Article 11–Tax Sheltering of Employee Retirement Contribution

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

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

Article 12–Service Credit

A. The salary of a teacher or full-time tutor is based on years of service. A teacher or full-time tutor, continuing to teach in the Urbana City School District, receives credit for all years of teaching experience which consist of one hundred twenty (120) days in a given year under a teacher's or full-time tutor's contract, appropriate to their academic training level on the salary schedule for the Urbana City School District (O.R.C. 3317.13).

B. The beginning salary of a teacher or full-time tutor, new to the district, shall be based upon years of prior teaching service to a maximum of fifteen (15) years consisting of a minimum of one hundred twenty (120) days in a given year under a teacher's or tutor's contract.

C. Credit is given for each year of active military service up to a maximum of five (5) years with a partial year of eight (8) continuous months or more of service counting as a full year (O.R.C. 3317.13).

D. Credit is given for each one hundred twenty (120) days in a given academic year of daily substitute teaching in any number of verifiable state accredited schools.

Article 13–Certificated Family Dependents–Tuition Cost

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

Article 14–Payroll Schedule

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

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

Article 15–Payroll Deduction

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

A. Credit Union: Payroll deduction can be arranged any time. Ten (10) days prior notice is required.

B. Association Dues will be payroll deducted subject to submission of an authorization form by the bargaining unit member.

C. Tax Sheltered Annuities: Approved tax sheltered annuitized payments may be payroll deducted subject to limitations imposed by Board regulations.

D. United Way donations may be payroll deducted.

E. Supplemental Insurance: Premiums for supplemental insurance may be payroll deducted.

F. STRS Credit Purchase: STRS service credit may be payroll deducted.

G. Fair Share Fee**,** unless prohibited by law.

H. The Fund for Children and Public Education (FCPE).

I. Community for Education. Provide opportunity for bargaining unit members to provide funds to the levy support organization for the Urbana City School District through payroll deduction.

J. 529 Education Savings Plan.

Article 16–Grievance Procedure

A. Statement of Purpose

1. This Grievance procedure is an effort to secure, in an orderly and responsible manner, equitable solutions to grievances at the lowest possible administrative level.

2. Every bargaining unit member shall have the right to present grievances in accordance with these procedures with representation of their choice or without representation; however, a copy of all written grievances filed will be forwarded to the Association by the Grievant.

3. Nothing contained in this Article or elsewhere in this Master Agreement shall be construed to prevent any individual bargaining unit member from discussing a grievance with his/her supervisor and having it adjusted without intervention or representation of association representatives.

4. The adjustment of any grievance shall be in accordance with the terms and conditions of the Master Agreement and the Association President/Co-Presidents shall be made aware of the adjustment.

B. Definitions

1. A "grievance" is a complaint involving the alleged violation, misinterpretation or misapplication of the Master Agreement.

2. A "grievant" or 'aggrieved" is an employee bargaining unit member or group of bargaining unit members or the Association alleging a violation, misrepresentation or misapplication of the Master Agreement.

3. During the adopted school calendar, "days" shall mean school days. At all other times, "days" shall mean weekdays (Monday through Friday) excluding legal holidays.

4. "Representation" of the aggrieved may be by a person of that grievant's choosing, except that no member of another teacher organization may represent the grievant.

C. Miscellaneous

1. Time limits within this provision shall be considered a maximum unless mutual written agreement to extension by both parties is made.

2. If a grievance is not formally initiated within twenty-one (21) days after the aggrieved party knew, was made known, or should have known upon the exercise

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

3. If a decision on a grievance is not appealed within the time limits specified at any step of this procedure, the grievance will be deemed settled on the disposition of that step and further appeal shall be barred.

4. Failure at any step of these procedures to appropriately communicate the decision of the grievance within the specified time limits shall permit the grievance to proceed to the next step.

5. At each formal step, either party may have representation of his/her choice.

6. The parties agree that the grievance proceedings, allegations and decisions shall be kept confidential as is specified in this Master Agreement and to the maximum extent permitted by law.

7. A bargaining unit member who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

8. Decisions rendered at each formal step of the Grievance Procedure will be made in writing on the forms hereto attached setting forth the decision and the reasons thereof, and will be transmitted to the Grievant, the Superintendent and the Association President/Co-Presidents.

9. Hearings and conferences conducted under this procedure shall be at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held during school hours at the order of the arbitrator, the grievant and the Association President/Co-Presidents shall be excused, with pay, for that purpose.

10. The parties shall schedule the appearance of witnesses so that prolonged and unnecessary absences from such witnesses' assigned duties shall be avoided. In order to limit the amount of interference with the students' education, each party shall inform the other at least five (5) school days prior to the scheduled arbitration hearing of the identity of those witnesses the party intends to call and the anticipated length of time the witness will be absent from his/her assigned duties. The parties shall coordinate the appearances of the witnesses in an effort to minimize the need for multiple substitute teachers. In the event there is a need to engage one or more substitute teacher(s) to cover the absences of witnesses called by the grievant or Association to an arbitration hearing, the Board shall provide for the first substitute and the Association shall reimburse the Board for the costs associated with that substitute coverage.

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

D. Steps in the Grievance Procedure

1. Informal:

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

2. Step One – Immediate Supervisor:

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

3. Step Two – Superintendent:

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

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

   If the grievant is not satisfied with the written Step Two grievance response of the Superintendent, the grievant may, within fourteen (14) days of receiving the Superintendent's Step Two response, through the UACT Executive Committee, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, in executive session, if requested, and render a Step Three decision in writing within fourteen (14) days.

5. Step Four – Mediation:

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

6. Step Five – Arbitration:

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

   b. The Arbitrator shall be chosen from a list provided by the American Arbitration Association. Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The Arbitrator shall hold

the necessary hearing promptly and issue the decision within such time as may be agreed by the parties and the Arbitrator. The parties shall equally share the administrative costs imposed by AAA to administer the arbitration.

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

d. The costs for the Arbitrator's services and his/her costs shall be borne by the losing party. Each party shall bear its costs for its representation in the arbitration.

Article 17–Teacher Workday and Planning Time

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

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

A record day shall be defined as a day for teachers to work independently preparing and maintaining classrooms and classroom resources, planning for instruction, and completing records and grades.

Records days shall be scheduled as follows: the equivalent of one (1) full uninterrupted day prior to the bargaining unit member's assigned open house date, one (1) day at the end of the first semester, and one (1) day at the end of the school year.

Effective with the 2025-2026 school year, records days shall be scheduled as follows: the equivalent of one (1) full uninterrupted day prior to the bargaining unit member's assigned open house date, and one (1) day at the end of each quarter.

Up to two (2) hours of each of the records days at the end of the first and third quarters may be scheduled as compensation time for participation in two (2) district-directed events

occurring outside the work day. The dates for the two (2) required events will be given to the bargaining unit members by June 30.

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

B. School Day-All Teachers

1. Outside limits: Staff starting times may be staggered to permit effective scheduling and supervision. The outside limits for the staff day shall not exceed one half (½) hour before the teacher work day or one (1) hour after the teacher work day.

2. Work-day: The length of the work day for all bargaining unit members shall be seven and one-half 7½ hours or four hundred fifty (450) consecutive minutes. Should a bargaining unit member receive an assignment that, upon completion, would extend the workday past the contracted day, the Board will provide relief from the duty at the expiration of the aforementioned workday. If no relief is available the Board shall provide an equivalent amount of compensatory leave time. The use and administration of compensatory leave shall be governed by the language of Article 24–Personal Leave, as applicable. The parties agree that compensatory leave shall be used to cover employee absences before other types of leave, if available for use.

3. Instructional day: The length of the instructional day (teaching and supervision time) for all Urbana teachers shall be no more than three hundred forty-five (345) minutes per day.

4. Planning and Conference Time:

   a. Each employee shall have a minimum of three hundred (300) minutes per week of planning and conference time. Two hundred (200) minutes of the three hundred (300) minutes minimum shall be set aside on the schedule exclusively for teacher directed planning. Employees shall not leave school grounds without prior approval of the building principal. Student supervision shall not be assigned during this conference and planning time, but professional staff meetings may be scheduled when a portion of this time is after student dismissal.

   b. The teacher work day at elementary buildings shall be scheduled in order to create a forty (40) minute block of planning and conference time during the elementary work day. The teacher will have one Teacher Based Team

Meeting per related arts rotation schedule. Morning and afternoon duties shall be assigned in as equitable a manner as feasible. The division of those duties shall be established by a joint committee at each building, where applicable by grade level. Parent meetings which require the attendance of teachers may also be scheduled during this forty (40) minute block.

c. The three hundred (300) minutes of planning and conference time shall be scheduled in time blocks of at least twenty (20) minutes, except for one block of time per day which may be less than twenty (20) minutes.

d. Planning/Conference time and supervision time shall be equitably distributed and allow for individual interests, ability, volunteerism, and different types of supervision and duty.

e. Planning/Conference time shall be scheduled for each grading period (currently nine [9] weeks). To the extent possible, schedules created shall give priority to coordinating time for collaborating or cooperating teachers. Individual buildings may set up this schedule as long as such schedules do not violate the provisions and guidelines contained in this Agreement.

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

5. Lunchtime:

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

6. Staff Meetings:

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

Article 18–Supplemental Teaching Supplies Fund

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

Article 19–Substitute Teachers

A. Any time a teacher is required to be out of the classroom the administration shall obtain and assign the necessary supervision and/or substitute teacher. Teachers shall not be required to obtain necessary supervision and/or substitute teacher.

B. After sixty (60) consecutive days of substituting in one (1) specific teaching position, substitutes shall become members of the bargaining unit.

C. After sixty (60) consecutive days of teaching in one (1) specific teaching position, a substitute teacher will be paid according to the daily rate of a regular teacher at the substitute's level of training and experience.

D. After sixty (60) days of teaching in one (1) specific teaching position, a substitute teacher shall be granted sick leave and other Board of Education approved fringe benefits granted to regular teachers only while actually employed and assigned continuously to the specific teaching position. Said substitute teacher shall be expected to perform the same duties assigned to regular teachers beginning with the sixty-first (61st) date of assignment.

Article 20–Student Teachers

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

Article 21–Mentoring Program

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

A. Qualifications for Mentors - All mentors will have at least five (5) years of teaching experience unless there are no qualified volunteers available. Mentors will be selected based on Ohio Department of Education criteria and participation in an Ohio Department of Education-approved mentor training program.

B. Pay - All mentors will be paid at the tutor rate of pay, up to a maximum of fifty (50) hours per assigned Ohio Resident Educator over a maximum of two years. Mentor hours must

be turned in annually by the final teacher work day. Release time is not to be included in the pay calculation. Ohio Resident Educators will receive a $250 purchase order for the following school year upon completion of the Ohio Resident Educator Program.

C. Responsibilities - Each mentor will supervise one (1) Ohio Resident Educator unless special arrangements for pay and release time have been made with the mentor. Upon final development of the Resident Educator Program by the State Board of Education, Educator Standards Board, Ohio Department of Education, and Ohio Board of Regents, all Ohio Resident Educators will be responsible for any additional requirements, per legislation.

D. Release Time - All mentors shall be provided release time for the observation of the Ohio Resident Educator, a maximum of four (4) class periods/subject blocks (approximately four (4) hours). The Ohio Resident Educator shall be provided release time to observe other teachers (approximately four (4) hours).

E. No required group meetings will take place after school hours.

Article 22–Sick Leave

A. Teachers are allowed sick leave with pay on the basis of their accumulated sick leave. Sick leave is earned at the rate of one and one quarter (1¼) days/month for twelve (12) months for a total fifteen (15) days per year.

B. Unused portions of sick leave will be accumulated yearly until retirement or the appropriately defined separation from the district.

C. A report of the accumulated sick leave of each member of the instructional staff will be provided on the employee's pay stub. At any time, a staff member may request sick leave information from the treasurer. Such requests will be answered in an expedient fashion.

D. Uses of Sick Leave–as noted by employee on sick leave form attached hereto as Appendix E, unless an electronic staff attendance system is in use.

1. Employees may use sick leave for absence due to personal illness, pregnancy, adoption, injury or exposure to contagious diseases.

2. Employees may use sick leave for absence due to the illness, pregnancy or injury of a spouse or minor child.

3. Employees may use sick leave for absence due to illness or injury to parents, adult children, grandchildren, grandparents, mother-in-law, father-in-law, brothers, sisters, or two (2) additional persons per year who assume a similar relationship to the employee. Employees shall notify the Board of the name of the person who assumes a similar relationship at the time sick leave is requested.

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

4. Employees may use sick leave for the death of a relative listed in paragraph in D.2 or D.3 above. The length of this absence shall be subject to review and any limitation on such absence subject to approval by the Superintendent.

5. Pursuant to O.A.G. 74-022, a pregnant employee may be granted sick leave for any incapacitation due to pregnancy, whether such incapacitation occurs during pregnancy or subsequent to the birth of a child. "Incapacitation" is defined as unable to perform work duties as determined by a qualified physician.

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

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

6. Unit Members shall be permitted to convert sick leave to adoption leave to arrange and complete a child adoption process. The Unit Member will schedule a meeting with the Treasurer or his/her designee to review the process and procedures and outline a timeline. Documentation of the expected number of days required to finalize the adoption process, not to exceed a maximum of thirty (30) days as authorized by the attorneys, court, or adoption agency, must be presented to the Superintendent or his/her designee prior to commencement of the leave. The use of this leave is considered cumulative per school year; multiple adoptions do not allow for the use of more than thirty (30) days.

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

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

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

G. Sick Leave Donation Procedure

All bargaining unit members shall be given an opportunity to participate in the district's sick leave donation program. For any year in which the beginning school year balance of the bank is less than sixty (60) days, all members wishing to participate must fill out an election to participate form on or before September 30. If the beginning balance of the bank exceeds sixty (60) days, all new employees and employees not participating the previous school year must fill out an election to participate form on or before September 30. Election to participate forms shall be turned into the Treasurer. Once a bargaining unit member elects to participate in the sick leave donation program that participation continues from year to year unless the balance drops below sixty (60) days, in which case the participating member must be given the opportunity to opt out of the program.

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

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

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

1. The bargaining unit member shall submit an application for donation of sick leave days to the district treasurer. The application will include the following information:

    a. Description of illness/injury

    b. Physician(s) statement as to the condition and need for additional sick leave

    c. Projected date of return to duty

    d. Explanation of previous sick leave usage

    e. Any other pertinent information

2. All requests for sick leave donations and any dispute concerning the operation of the sick leave donation program will be reviewed and decided by a committee of four persons which shall be composed of the district's treasurer, one other

administrator designated by the Superintendent and two bargaining unit members designated by the President/Co-Presidents of the Association. All decisions of the committee will be final and binding and not subject to grievance. Decisions of the committee would be made by a majority of its members.

3. Sick leave donations will be limited to catastrophic or serious illness or injuries of the bargaining unit member or other relative for which the bargaining unit member would be entitled to take sick-leave. "Catastrophic" is intended to mean a life-threatening illness or injury. "Serious illness or injury" is intended to mean an illness or injury which is not life-threatening but one which requires in-patient hospitalization in excess of five (5) consecutive days or confinement to bed on doctor's orders for a period of greater than ten (10) consecutive days.

4. Donated sick leave days will only be used after the bargaining unit member has used his/her accumulated sick leave days, personal leave, and all possible advances of sick leave days.

5. Bargaining unit members who receive workers compensation, disability, or other paid leave or by virtue of age and/or years of service qualify for disability retirement or service retirement are not eligible to receive donated sick leave days, unless the bargaining unit member can prove that he/she applied for and was denied disability retirement or service retirement by the State Teachers Retirement System.

6. The maximum number of donated sick leave days per year that any bargaining unit member may use is sixty (60) days for his/her personal illness/injury, or thirty (30) days for the illness/injury of a relative for whom the bargaining unit member is entitled to use sick leave.

7. The committee designated in G.2 above shall also have the right and authority to establish reasonable rules and regulations in order to administer the sick leave donation program provided that such rules and regulations do not modify this agreement.

8. Bargaining unit members using donated sick leave days shall also have such days counted against available FMLA leave as provided in Article 23, part M, and available Board-paid benefits as provided in Article 23, part C.

H. Bargaining unit members who use five (5) or more consecutive days of sick leave may be required to submit a doctor's statement before returning to work.

Article 23–Leave of Absence Without Pay

A. In accordance with the provisions of Revised Code, Section 3319.13, the Board of Education shall grant a leave of absence for a period not exceeding two (2) successive school years where illness or other disability is the reason for the request. This provision

is not intended to limit other requirements of Section 3319.13 as they affect bargaining unit employees.

B. If the basis for the leave of absence is the result of a worker's compensation claim in which the Board of Education was the employer and that employee is receiving temporary partial or temporary total worker's compensation payments, the Board shall continue, for the period until the employee returns to the payroll on either sick leave or regular work, to pay the same portion of the hospitalization insurance premiums as provided in existing school board policy, provided, however, that such period does not exceed one (1) year.

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

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

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

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

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

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

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

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

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

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

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

K. An employee taking a leave of absence cannot be guaranteed return to the same position held prior to the leave of absence.

L. The Urbana City Board of Education will pay the employer's retirement contribution for an employee for the period the employee is on a voluntarily requested leave of absence as long as the employee makes arrangements with STRS to pay his or her employee contribution at the end of the leave.

Article 24–Personal Leave

A. All full-time certificated personnel will be granted four (4) days of personal leave each academic year. Half-time certificated personnel will be granted four (4) half-days of personal leave during a given academic year. Personal leave is to be used in a minimum of half (½) day increments.

B. Additional leave up to ten (10) days may be authorized upon the recommendation of the building principal or immediate supervisor with approval of the Superintendent/designee.

C. Approved personal leave days taken beyond the four (4) granted days in any school year by this provision shall be deducted from the unused balance of accumulated sick leave.

D. Application in writing for the use of personal leave, except in the case of emergency, shall be made through the building principal to the central office at least forty-eight (48) hours prior to such leave. Application shall be made in duplicate upon the appropriate form. One (1) copy will be returned to the applicant indicating the approval of the personal leave request prior to the day requested or within five (5) working days upon return from emergency leave. Emergency leave request will be handled in the same manner except that the request shall be submitted the first day of the employee's return to the job following the absence for emergency reasons.

E. Action upon request for personal leave shall be taken by the Superintendent or his/her designee through the appropriate principal's office.

F. Activities for which personal leave are not appropriate and therefore may not be represented on the requested day or days' activities:

1. application or interview associated with securing employment elsewhere

2. responsibilities related to a job not associated with the school district

3. any function which may result in personal financial gain for the employee at the sacrifice of the employee's school responsibilities

4. the first five (5) student days or last five (5) student days of the school year

5. the day before or after a vacation period or holiday

6. parent teacher conference day unless circumstances occur which would require it to be necessary and if approved by the Superintendent/designee

G. Any staff member chosen by an association affiliated with the Urbana City School District to serve at an athletic event serving K-12 students and paid for such service, may use personal leave for such time, as long as he/she reimburses the District, either for the total cost of the substitute, or any pay earned during school hours, whichever is less, and provides acceptable documentation of compensation.

H. No more than ten percent (10 %) of K-5 staff, ten percent (10%) of junior high staff, and ten percent of (10%) of high school staff will be granted personal leave on any one day. The building principal will notify staff if the maximum number of staff out has been reached.

I. All unused personal leave will be converted into accumulated sick leave as of June 30 of each academic year.

Article 25–Sabbatical Leave

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

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

The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission and, at the conclusion of the leave, provide evidence that the plan was followed. The teacher may be required to return to the district at the end

of the leave for a period of at least two (2) years (unless the teacher has completed twenty-five (25) years of teaching in this state).

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

The teacher requesting the sabbatical shall have his/her pay established before the sabbatical leave begins, according to the following process. Once a substitute teacher has been assigned, the Treasurer shall calculate an estimate of the maximum total pay for the assigned substitute teacher. This calculated amount shall be subtracted from the affected pay of the teacher on sabbatical leave. The teacher's established pay shall be divided equally among the pay periods following Board approval. The final pay of the leave for the teacher on sabbatical shall be adjusted for any differences resulting from the actual substitute pay. The teacher on sabbatical leave shall be provided the reasons with supporting documentation as to any differences in the final pay.

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

Article 26–Assault Leave

A. Members of the bargaining unit may receive paid leave of absence which results from physical and/or verbal assault while engaged in the performance of their duties as employees of the Urbana City School District. The number of work days of assault leave available to a member of the bargaining unit is initially limited to thirty (30).

B. Such leave shall not be charged to sick leave or any other leave and shall be subject to the provisions of O.R.C. 3319.141.

C. A request for assault leave describing the incident that resulted in the request shall be filed by the employee with the Board of Education as soon as possible following the incident.

D. As per O.R.C. 3319.141, a signed physician's statement stating the nature of the disability and its probable duration may be required.

E. In the event of a potential long-term absence beyond the allotted thirty (30) work days, the employee may request, in writing to the Superintendent, an extension of the assault leave for up to an additional thirty (30) work days. In that event, the Board of Education may

require a physician's statement supporting the requested extension and certifying the medical need. In the case of extended absence, the Board of Education may require an examination by a physician of its choice at Board of Education expense. If the Board's physician's opinion conflicts with the teacher's physician's opinion, the teacher and the Board shall select a third physician, whose opinion shall be final and binding. The cost of the third physician shall be shared equally by the teacher and the Board.

F. The teacher shall receive all his/her regular benefits during the period of the leave and shall have the right to return to the same position(s) he/she occupied prior to the leave.

G. The employee on assault leave shall cooperate fully with the District administration and law enforcement concerning the assault that gave rise to the assault leave, including but not limited to filing necessary statements, affidavits and testifying in support of any criminal charges that may arise out of the assault.

Article 27–Court Leave

A. Bargaining unit members shall be granted leave with pay for jury duty or subpoenaed court appearance as an employee of the school district. The employee shall return to the worksite if the duty/appearance concludes prior to 11:30 a.m. However, no employee shall be denied his/her duty-free lunch as a result of returning to work following jury duty or a subpoenaed court appearance.

B. Bargaining unit members are required to submit to the Treasurer verification of performance of such duty and any payment received. Bargaining unit members shall remit to the Board any compensation received for jury duty or subpoenaed court appearance within fourteen (14) calendar days of receipt.

C. Bargaining unit members called for jury duty or subpoenaed for court appearance shall notify their immediate supervisor and/or building principal as soon as possible following receipt of such notice.

Article 28–Professional Development

A. District Leadership Team

The District Leadership Team (DLT) shall include nine (9) bargaining unit members (approved by the UACT President/Co-Presidents) including a Title I reading or math specialist with at least one representative from each building. Appointments shall be forwarded to the UACT President/Co-Presidents no later than thirty (30) days prior to the DLT's first scheduled meeting for approval. No more than nine (9) administrators shall serve on the DLT. Bargaining unit members shall serve a three (3) year term with at least three (3) members replaced each year. Teachers actively serving on the DLT shall be paid a stipend of eight hundred dollars ($800) per school year.

B. Building Leadership Team

1. Each building shall have a Building Leadership Team (BLT) which shall consist of bargaining unit members (approved by the UACT President/Co-Presidents), and administration. A list of BLT members shall be provided to the UACT President/Co-Presidents by October 1 of each year. The majority of this committee must be members of the UACT bargaining unit.

   a. The High School BLT shall have up to six (6) teachers who will be paid a stipend of four hundred dollars ($400) per school year.

   b. The Junior High BLT shall have up to six (6) teachers who will be paid a stipend of four hundred dollars ($400) per school year.

   c. The Elementary BLT shall have up to fourteen (14) teachers who will be paid a stipend of four hundred dollars ($400) per school year.

2. By October 1 of each year, the administration shall share with each BLT the projected building budget and resources available to the building for the school year. Each individual Building Leadership Team shall devise a yearly building improvement plan for professional development. This plan shall provide guidelines for the distribution of all available resources as long as this plan is consistent with the goals and objectives of the individual building as well as those of the district, it shall be approved by the Superintendent.

C. Teacher Based Team

1. Teacher Based Teams (TBTs) shall continue to function, as prescribed by the Ohio Improvement Process (OIP) and shall be comprised of educators who teach the same grade or the same content area and/or may be vertical across grade levels or across disciplines (as determined by the Building Leadership Team) to provide continuity of focus in instruction, curriculum and assessment.

2. These collaborative teacher teams are charged with assessing student learning using assessment data, organizing and presenting data in ways that identify gaps and trends in student performance, making intentional decisions about teaching and learning and monitoring student progress in meeting performance targets using building, course and classroom data.

3. TBT members shall be provided with an uninterrupted block of time within the teacher workday for conducting meetings.

D. Professional Development Committee

The district-wide professional development committee shall consist of twelve (12) members, of who six (6) are appointed by UACT, and six (6) are appointed by the

Superintendent. The committee members shall select co-chairs, one (1) from the Administration and one (1) designated by UACT leadership. This group will plan and coordinate district-wide professional development activities based on the buildings' improvement plans and the district's improvement plans. All plans and activities are subject to the Superintendent's final approval.

Bargaining unit members who serve on this committee shall be compensated at the rate of twenty-five dollars ($25.00) per meeting attended for up to ten (10) meetings per year that shall be scheduled no later than September 1 of each school year by mutual agreement of the committee co-chairpersons.

E. Professional Leave Requests

1. Employees of the Urbana City School District may be granted professional leave with reimbursement for approved expenses upon approval of the Superintendent. Professional leave shall be requested in the following manner:

    a. As a part of an individual building professional plan which is:

        1) tied to Building Improvement Plan, and

        2) established in consultation with teaching staff

    b. Upon an individual teacher request

    c. Upon the recommendation of the building administrator or Superintendent.

2. Requests for leave shall be submitted on proper forms at least two (2) weeks prior to the date of leave. If disapproved, reason for disapproval will be given to the employee.

3. The request for leave shall include an estimate of expenses and brief outline of the objectives of this particular professional participation. If approval of expenses is for less than the estimate, the employee shall be so notified on a copy of the application returned to him/her.

4. Visitations of teachers to other schools or programs may be a part of the professional leave program.

5. When possible, a purchase order will be issued directly to the sponsoring professional organization to cover the initial costs of the registration fee. When the employee is unable to attend the scheduled professional meeting where there has been an advanced registration paid, the employee agrees to reimburse the Board of Education the necessary cancellation fee charged by the sponsoring organization unless, in the opinion of the Superintendent, the reason for the cancellation was

unavoidable under the circumstances. Any other payment for amount of expenses approved at the time of application will be made within fifteen (15) working days of submission of a professional leave expense report along with the necessary accompanying receipts, receipt of attendance, and the required summation report.

6. A short written statement indicating the extent to which stated objectives of the professional participation were met shall be included on the space provided on, or attached to, the professional leave expense report.

   a. This statement, along with expense report and receipts, must be filed with the treasurer within forty-five (45) calendar days of the date the professional meeting was attended.

   c. The participant may be expected to make a short presentation to other staff members regarding information gained while on professional leave.

Article 29–Association Leave/Officer Payments

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

B. Other special circumstances may make it necessary for staff to apply for additional Association Leave days with Superintendent approval.

C. The Urbana Board of Education will not be responsible for any cost, other than the substitute required and the daily rate of staff members who participate in any of the above.

D. The Association President/Co-Presidents will be given a period each week (maximum one [1] hour) to conduct Association business and/or consult with the Superintendent if coverage is available.

E. The number of staff approved for association leave on any one day shall be limited to seven (7) total members.

F. Upon written request by the Association President/Co-Presidents, the Board will issue payment to up to five (5) employee(s) for performing work for the Urbana Association of Classroom Teachers.

The request shall include the name(s) of the employee(s) performing the work, the time period for the work to be performed, and the amount to be paid for the work.

UACT shall reimburse the Board for the total cost of the payment to the designated employees, which shall include any retirement contributions paid on behalf of the employee(s), city/state/federal taxes, worker's compensation, Medicare, and any other required payments, withholdings, or taxes, at the time any such payments are made. The Board shall withhold and transmit required retirement contributions for teaching employees pursuant to O.A.C. 3307-6-01.

The payment authorized shall be in accordance with STRS rules and limitations (including the maximum amounts) and any subsequently enacted laws or rules governing the arrangement.

Article 30–Length of Contract

A. The issuance of limited and continuing contracts by the Board shall be in accordance with provisions of the Ohio Revised Code except as those provisions are modified by the terms of this article.

B. In the issuance of limited contracts, the Board of Education will follow the sequence below:

1. Teachers new to the district shall receive a one (1) year limited contract.

2. Teachers whose contracts are renewed after one (1) year of service in the district shall receive a one (1) year limited contract.

3. Teachers whose contracts are renewed after two (2) or three (3) years of service in the district shall receive a two (2) year contract.

4. Teachers whose contracts are renewed after four (4) or five (5) years of service in the district shall receive a three (3) year contract.

5. Teachers whose contracts are renewed after six (6) years of service in the district shall receive a five (5) year contract.

C. In lieu of awarding a multi-year contract, the Board may, at their discretion, award a one (1) year limited contract due to questionable performance to permit further evaluation. At the conclusion of this contract, the Board of Education shall award the appropriate multi-year contract or non-renew the teacher.

D. Teachers shall become eligible to apply for continuing contracts in accordance with O.R.C. 3319.11 and 3319.08.

E. A teacher's limited contract will not be interrupted to award the continuing contract except under the following conditions:

1. Any teacher who has met the requirements for a continuing contract since the previous April 1 must notify the Superintendent in writing by October 1 that they request to be evaluated for a continuing contract. In cases where that request is filed, the Board's options for contract action prior to April 30 of that school year are:

    a. grant a continuing contract

    b. non-renew the contract

    c. grant a one (1) year or two (2) year extended limited contract with reasons directed at the teacher's professional improvement

    d. take no action allowing the teacher to have the remainder of the existing contract

2. Teachers who meet the requirements for a continuing contract after April must wait until the following school year to be evaluated for a continuing contract.

F. In addition to compliance with the district's evaluation procedure, the Superintendent and the teacher's evaluator shall meet with any teacher whose contract renewal or normal contract sequence is questionable as of February 15. This conference shall not be regarded for any purpose as part of the district's evaluation procedure, including the evaluation requirements specified in the Ohio Revised Code.

This conference shall be held on or before March 1.

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

Article 31–Assignment and Transfer

A. The Superintendent of Schools has the statutory authority to direct and assign other employees of the school under his/her supervision and reserves the right to make such changes under O.R.C. 3319.01.

B. Although the Board of Education recognizes that frequent transfer of teachers from one school to another sometimes interferes with the educational process, they also recognize that some transfers for administrative purposes and to ensure a fair distribution of qualified and experienced teachers throughout the system will be necessary

C. To the extent possible, changes in grade, building and subject assignment will be voluntary. Involuntary transfers due to enrollment needs will be based on least seniority in the district. No teacher will be transferred involuntarily two (2) years in a row.

D. When the transfer of an employee is deemed necessary, the employee shall be given an interview to discuss the proposed transfer. The employee shall be notified, two (2) weeks prior, in writing, of that transfer.

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

E. After one (1) academic year of service in the transferred position, the transferred teacher has the first right to any job openings for which he/she is deemed appropriate by the Superintendent. Transferred teachers will qualify for this right first by date of transfer and then by years of service to the district.

F. On the April 1 intent form, teachers interested in a transfer for the next school year shall notify the Superintendent of those positions for which he/she is interested. Teachers may request an early interview for potential vacancies. Such interviews may occur from May 1 through the end of the school year.

G. Assignments for the school year shall be assigned no later than June 30. The assignment will be specific, including Building Assignment, Grade Level, Subject Area, and Specific Course(s) (when applicable). It is understood that this provision may be adversely affected by circumstances out of the Board's control.

H. The pupil/teacher ratio shall meet or exceed the state minimum standards. There shall be no less than forty (40) classroom teachers per 1,000 Basis ADM and no less than five (5) Education Service Personnel (ESP) teachers per 1,000 students. For purpose of this section, classroom teacher and ESP shall be defined as per O.R.C. 3317.023.

I. The Board of Education and the Association agree that class size is a factor in the quality of educational service. The Board and Association therefore agree that:

1. Assignment of pupils and teachers to buildings and classrooms is the responsibility of the Superintendent. In making such decisions, the Superintendent shall give consideration to the overall needs of the district, including facility limitations, financial considerations, transportation requirements, and educational or curricular considerations.

2. Except in unusual or emergency situations, the number of pupils in the class shall be kept within the capacity of the available classroom.

3. Teachers are encouraged to report special problems, considerations, situations or ideas to the administration in writing as early as possible. Consideration of such reports shall be given priority treatment by the administration. Teachers will receive a written response from the administration.

J. When changes are needed within the system in the building, department, subject or grade level, the Board of Education agrees to release teachers who resign (after July 10 and prior to August 7) due to dissatisfaction with the assignment change.

K. Any change in assignment made after August 7 shall only be made with the consent of the teacher except where the district's economic condition, enrollment or class size needs, a dangerous situation(s) or other emergency situation(s) exist which necessitate an immediate administrative transfer.

1. In the event of such an administrative transfer after August 7, the administration will provide the affected teacher with a written explanation of the reason(s) for the transfer. The affected teacher shall also have the right of five (5) days of release time (or pro-rated amounts for less than a full change of the teacher's duties) to be taken during the initial year of the teacher's new assignment. Additional days may be approved if the principal's and teacher's judgment such time is needed to enable the teacher to effectively perform the duties of his/her new assignment.

2. The affected teacher shall also be allocated two hundred dollars ($200**)**, or pro-rated amount for less than a full change of the teacher's duties, to obtain materials needed to perform the duties of his/her new assignment. The affected teacher must complete a purchase order.

3. Administrative transfer shall mean only those changes which require the use of a different course of study to perform the duties of the new assignment. Such transfers do not include section load changes which do not require the use of a different course of study.

L. Class Composition

1. In the shared interest of providing a classroom atmosphere where students of all levels can participate freely in the learning process, classes in the elementary school(s) shall be comprised as evenly as possible.

2. Prior to assigning students to teachers, the Board and the UACT (or designees of each) shall meet to form classes that comprise a beneficial cross-section of all students. The UACT designees on this joint committee stipulate that the work performed under this article is voluntary and shall be done without compensation.

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

Article 32–Posting and Filling Vacancies

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

A. Posting of Vacancies:

1. A vacancy is defined as any position the Board determines will be filled. Posting of such vacancy shall be made the day after the Board decides such position will be filled.

2. All vacant positions shall be communicated to all bargaining unit members as a courtesy via district E-mail and will be posted for a period of ten (10) calendar days.

3. All postings will contain the following information:

   a. Job title

   b. Job description with job qualifications listed

   c. Opening and Closing dates for the posting

   d. The name of the administrator responsible for the position and the person to whom an applicant must apply.

4. Postings sent to designated UACT representatives will not contain a job description unless changes were made to the description since the last time the position was posted. However, a job description will be made available to any employee upon request.

5. Copies of all postings will be sent to the Association President/Co-Presidents, Association building representatives, and the Association secretary. The Association will provide a list of these Association officers to the Central Office by September 15 of each year.

B. Interviews

1. All interviews are the responsibility of the administrator designated on the posting. These interviews will follow a pre-determined structure and will address professional goals as well as the skills needed for the position. All interviewers will receive annual training in interview techniques.

2. All currently employed certificated applicants for a position shall receive written acknowledgment of his/her application or written notice of intent.

3. All currently employed certificated staff that have applied for the position and meet the qualifications listed on the posting will be interviewed within thirty (30) calendar days after the closing date of the posting unless interviewed per employee's request, prior to the end of the previous school year.

4. The interview process for certificated employees in a current position may be waived by mutual consent in writing if the Board intends to hire the applicant for that position.

C. Implementation

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

Article 33–Reduction in Force

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

A. The procedures to be applied for a Reduction in Force are as follows:

1. Implementation of a RIF program shall take effect at the beginning of the next school year for all staff.

2. On or before March 12, preceding the date of implementation, the UACT Board of Directors shall be notified of the Board of Education's intent to implement a RIF program. The Association has the right to address the Board of Education on the proposed RIF program before the staff is notified.

3. By April 1 the Superintendent shall hold a meeting with staff to review appropriate data indicating the need for the RIF program.

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

1. A formalized list shall be prepared indicating positions to be abolished. This statement shall be prepared prior to the implementation of the RIF and prior to contract deadlines as prescribed by law for staff and during the calendar year in which implementation is to occur. All staff will receive a copy of said list.

2. By April 15 all teachers affected by the RIF will be notified by the receipt method or by certified mail.

3. A seniority list(s) shall be prepared of all teachers according to continuous service in the district within all area of certification. A copy of this list shall be sent to the Association President/Co-Presidents on or before November 1.

C. Reduction in Staff

1. Any reduction in staff shall first be covered through normal attrition. The continuity and quality of program will be the primary consideration in reduction of positions rather than abolition of random courses or positions.

2. Any additional positions to be abolished within each teaching field affected shall give preference to teachers on continuing contracts but shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

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

   a. Seniority - any system-wide staff member whose position has been eliminated shall be given the opportunity to displace another staff member if they have:

      1) more system seniority

      2) proper certification

      3) the ability to perform the tasks related to the position

   b. System-wide seniority is defined as:

      1) unbroken or continuous service in the Urbana City Schools

      2) Leaves of absence and sabbatical leaves do not constitute a break in service to the district. A staff member's years of seniority are frozen at the beginning of either of the above, and upon return to active service commence from the last day's contractual service.

      3) One-half year or more service counts as a full year in the Urbana System.

   c. If ties occur in seniority regarding years of service, the teacher with the earliest date of Board action (Board minutes) to employ will be considered most senior. If ties remain, the decision will be made by the order in which the names appear on the official minutes (first listed, most seniority).

d. Part-time staff that are fully contracted by the Board and teach half or more time shall have their seniority counted as full for each continuous year of service. Staff fully contracted but teaching less than half-time shall have their seniority counted as one year for each two (2) continuous years of service.

e. Staff who are contracted by the Urbana City Schools and teaching under a state or federal special program shall be included in the seniority list and have full service counted.

f. Administrators and supervisors shall not be involved in any staff seniority list but will not necessarily be excluded from any RIF program.

g. When a staff member moves into another position through displacement, the teachers will only have the hours and position vacated.

3. Teachers whose contracts are suspended shall be placed, for two (2) school years, on a recall list stating years of continuous service to the district and certificated areas.

a. A teacher on the recall list shall be offered a contract for a position for which he/she is certificated (or can become certificated), as set forth on said recall list, as positions become available and in keeping with the seniority provisions of the RIF policy (inverse order — last discharged, first employed). Notification shall be made by the receipt method or by certified mail. It is the responsibility of the involved teacher to advise the Board of the address where he/she can be reached.

b. A teacher who is offered a contract under the provisions of this policy must respond within ten (10) days of the receipt of said offer. If an individual does not accept a contract or fails to respond or decides not to accept the offer in the time stated, the individual will be presumed to be not interested. If the offer of a contract is refused, the individual will be removed from the recall list.

c. If a position(s) initially abolished is reinstated or if a new position(s) is established, this position(s) will be offered first to teacher(s) who are properly certificated and whose name(s) appear on the recall list. Transfer may be made by the Superintendent to a position affected by the RIF program before the position(s) is offered to all properly certificated teachers on said recall list.

d. No teacher new to the district will be employed until properly certificated teachers on the recall list have been offered a contract for the position in accordance with the provisions of this policy.

e. Upon re-employment, all rights related to salary, fringe benefits and seniority shall be fully restored.

f. Teachers not employed as a result of the RIF program will be given preferential consideration as substitute teachers.

g. Any teacher whose contract has been suspended shall have the right to reinstatement as full-time staff and to pay the total premium for group life, hospitalization and other group benefits for a period not to exceed two (2) academic years from the implementation of the RIF program except where federal law provides for employee paid health insurance for a longer period of time.

h. Teachers on the recall list may take further training and become certified in additional subject areas. Becoming additionally certified will not change the teacher's position on the recall seniority list nor qualify them to displace an active staff member.

i. Administrative and supervisory personnel are excluded from the provisions of this Article although not necessarily exempt from reduction in force needs as determined by the Board.

j. Teachers on the recall list may retire during that time and be eligible for the severance pay benefit upon completion of retirement forms and approval.

Article 34–Separation

A. Resignation

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

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

B. Non-Renewal of Contract

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

Lump sum pay settlement for a non-renewed teacher can only occur if requested by the teacher. A lump sum settlement ends all Board responsibility for the Board paid

hospitalization, major medical and life insurance benefits effective with the date of payment.

Article 35–Non-Discrimination Provision

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

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

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

Article 36–Personnel Files

A. The Board of Education shall maintain the official personnel file for each member of the bargaining unit in the District Administrative Offices. No other permanent file shall be maintained.

B. Any examination of an employee's file shall be governed by the current Ohio Public Records (O.R.C. 149.43) and Ohio Privacy (O.R.C. 1347.01) Act. A log will be maintained on the inside cover of each personnel file to record the date and identity of each person who examines a teacher's file or any item in it (other than the building principals, the Superintendent, Treasurer, Assistant Superintendent, Central Office Administrators, and Secretary to the Superintendent).

C. Materials placed in a bargaining unit member's personnel file shall be only those permitted by law and those pertaining to his or her job assignment. Materials shall be accurate, timely and complete. With approval of the Board of Education, material dated two (2) years or more shall be removed at the request of the employee. Any material which is more than seven (7) years old will be removed by employee request, except for evaluations, contracts, salary notices, transcripts and certificates, and disciplinary letters penned by the Superintendent that result in suspension.

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

Before items are placed in an employee's personnel file, the employee will be given the opportunity to view, initial, and date the item. The employee's initials or signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected. If an employee refuses to initial an item, the supervisor and a witness will document the time and date of the refusal before the material will be placed in the

personnel file. This provision shall not apply to routine administrative items such as contracts, salary notices, or transcripts. Staff will be notified by E-mail when certificates arrive at the Board of Education Office.

E. Each bargaining unit member has the right to schedule a time in advance in order to examine his/her file during regular office hours provided such examination does not interfere with his/her assigned duties.

F. Neither the file, or any of its contents, shall be removed by the teacher from the office where it is held.

G. A copy of any evaluation, formal complaint or criticism which will be placed in this personnel file shall be given to the unit member prior to or at the time of such placement. Only evaluations, formal complaints or criticisms which have properly followed the current contract can be placed in this personnel file.

H. Bargaining unit members have the right to attach written comments to any item in the file.

I. The administration reserves the right to attach written comments to any unit member initiated items that are introduced into the files.

J. No information shall be placed in a unit member's personnel file which comes from an anonymous source nor shall such information be made a matter of record.

K. Any unit member who disputes the accuracy, relevancy, completeness or timeliness of the material contained in his/her personnel file may request an administrative investigation (O.R.C. 1347.09) concerning the validity of the claim. Any information which is found by the Administration to be inaccurate or irrelevant, incomplete or untimely, due to this investigation, shall be removed from the unit member's file. The accuracy, relevancy, completeness or timeliness shall be subject to determination by the Superintendent.

Article 37–Outside Complaints

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

A. Informal Procedure

Complaints against certified staff shall be handled as follows:

1. Any complaint concerning any member(s) of the certified staff received by a school board member shall be referred to the Superintendent.

2. If a complaint is received by the Superintendent or principal, he/she shall inform the individual staff member(s) in writing of the complaint and the name of the complaining party.

3. If the Superintendent informed the building principal rather than the staff member(s), the building principal will inform the staff member(s) of the complainant and the complaint directed toward him/her and offer him/her an opportunity to settle the complaint.

4. No material shall be placed in the personnel file as a result of this informal procedure.

B. Formal Procedure

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

1. At the request of the complainant, staff member(s) or principal, a meeting of the staff member(s), principal and complainant will be arranged at a mutually convenient time to discuss the complaint. All parties must be present, and all parties may be accompanied by an observer.

2. Any party involved in the meeting who is not satisfied with the result may request in writing within five (5) days a meeting with the Superintendent. The staff member(s), UACT representative, complainant and principal must be invited to this meeting.

3. If the complaint is not resolved, any party involved may request, within thirty (30) days, a hearing with the Board of Education with all parties concerned present. The hearing will be held in executive session and all parties may have representation.

4. A staff member(s) will be notified of any material which is placed in his/her personnel file upon resolution of any complaint.

5. The staff member(s) shall be entitled to a written rebuttal or documentation to be placed in the file to accompany the complaint.

6. If the complaint is rescinded or no action is taken by the complainant, no written copy of the complaint will be kept on file.

Article 38–Management Rights

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

Article 39–Bargaining Unit Member Association Rights

A. The provision of this agreement shall be applied uniformly to all teaching employees without regard to race, color, age, disability, religious creed, gender, sexual orientation, national origin, or union activity.

B. No employee shall be subject to discipline without just cause answering the following questions:

1. Did management investigate before administering the discipline?

2. Was the investigation fair and objective?

3. Did the investigation produce substantial evidence or proof of guilt?

4. Were the rule, orders, and penalties applied evenhandedly and without discrimination to all employees?

5. Was the penalty reasonably related to the seriousness of the offense and the past record?

Article 40–Labor Management Committee

A. Purpose

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

B. Authority

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

C. Composition

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

D. LMC Operations

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

The Co-Chairs, as assigned by the Superintendent of Schools and the UACT President/Co-Presidents, shall jointly prepare an agenda, conduct the meetings, and distribute written minutes to LMC members. Advance notice shall be made at least three (3) school days before a scheduled meeting with a tentative agenda for the meeting attached to the notice. When noted in the minutes that additional follow-up information or data is required, said follow-up shall be completed within ten (10) calendar days with outcomes transmitted in writing to all members of the LMC.

E. Additional Assignments

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

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

F. Training

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

Article 41–Access to School

A. After the close on school days, the Association shall have the right to use areas in school buildings for meetings of teachers provided there is no interference with any scheduled school activities. The use of such areas shall be arranged with the principals in advance. All requests for building use shall conform to the Board of Education's Rules and Regulations.

B. Materials to teachers from professional organizations may be distributed to teachers in the following way: Copies may be sent to the central office, properly packaged for the individual schools, and they will be sent out in the school mail for the principals or Association building representatives to place in the teachers' boxes.

C. The Association shall have bulletin board space for the purpose of posting materials dealing with proper and legitimate business of the Association. Such space shall be provided for the Association. Such boards shall be placed in a well-lighted area in a designated teacher workspace. In school buildings that which do not have bulletin boards for this purpose, the Association shall request installation and be provided with a board that meets the above specification.

D. No teacher will be prevented from wearing pins showing membership in the Association.

Article 42–Emergency Closing of Schools

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

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

Article 43–Physical Examinations and Immunizations

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

B. For reasonable cause and upon recommendation of the Superintendent and approval of the Board of Education, the Superintendent may request a member of the instructional staff to submit to a special physical or psychiatric examination by a qualified practitioner of the teacher's choice. Any expense which is above and beyond the current group hospitalization plan will be paid for by the Board of Education.

C. In addition, the Board may require an examination by the physician or psychiatrist of the Board's choice. The Board will pay the entire cost of such examination.

Article 44–Certification/Licensure

A. Teachers are obligated to see that a certified transcript of credits and a copy of the teaching certificate or teaching license are filed in the office of the Board of Education no later the first student day of each school year, unless the teacher submits to the Board of Education proof that his/her license application has completed the LPDC process and is in approval process with ODE.

B. Each bargaining unit member shall hold a legal certificate or teaching license issued by the Ohio Department of Education.

C. The failure to have a valid certificate or license for his/her area(s) of assignment on file with the Board of Education or show proof that such is currently in process at ODE by the first student day of the school year shall result in the removal of the teacher from his/her regular assignments and any supplemental contract directly related to teaching responsibilities without further pay. During the period between the first student day of the

school year and the actual date of removal, the teacher shall be paid according to the certified salary schedule and shall receive all other benefits afforded to bargaining unit members. During the period of removal, the teacher may remain under the insurance benefits if he/she pays to the Board the full amount of the premiums in advance. During this removal, the teacher shall not have access to any leave of absence. The teacher shall be reinstated to his/her former position with all previous seniority restored as soon as a valid certificate or license has been approved by the Ohio Department of Education, if prior to February 1st. Failure to have a valid certificate/license by February 1st shall result in the removal of the teacher from the employment of the Board.

D. Master Teacher Committee: The master teacher committee is established for the purpose of designating teachers in the district as a master teacher.

1. The master teacher committee shall be comprised of a majority of practicing teachers. The odd-numbered committee shall be comprised of five (5) members as follows: three (3) teachers appointed by the Association in a manner determined by the Association and two (2) administrators holding Ohio Administrator Licenses. Teacher members of the committee shall not be current members the Local Professional Development Committee (LPDC). In order to transition to this membership configuration, the Association shall appoint members as the existing members are replaced. Priority for committee membership shall be given to teachers who have earned the Master Teacher designation.

2. The master teacher committee shall determine the time, location and number of committee meetings. The master teacher committee members shall annually review its Plan of Operation for the appropriate designation of a master teacher, including but not limited to the application and review processes, the dissemination of general information to local association members, and the appeal procedure. All decisions of the committee shall be made using the consensus decision-making process.

3. The Association shall determine the length of the term of office for the local association members serving on the master teacher committee. Terms of office for the master teacher committee shall be staggered to the greatest extent possible. The Association shall determine the process for removing a teacher member from office. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association.

4. Under no circumstances is the involvement in the activities of the master teacher committee to be used for adverse employment decisions by the employer. Nothing in the master teacher committee process shall have an adverse impact on the educator’s performance evaluation as established in this Agreement.

5. As recommended by the master teacher committee and approved by the Superintendent, the Association’s master teacher committee members shall be

provided on-going training by the employer to ensure consistent application of the master teacher criteria.

6. The master teacher committee shall be provided with adequate and secure space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space. The master teacher committee shall be provided with the equipment, paper and other materials necessary to perform its duties, as specified in the master teacher operating procedures.

7. The Association's master teacher committee members shall receive thirty dollars ($30) per application reviewed. Payment for reviews will be limited to two (2) reviews per individual applicant per school year. One cumulative payment shall be made by the second pay in June following the end of each school year.

8. The master teacher committee shall determine its own appeals procedure. The master teacher committee appeals procedure is not subject to the grievance/arbitration procedure outlined in this Agreement.

Article 45–Notification of Board of Education Meetings

The Association President/Co-Presidents will be given timely prior notice of all Board of Education meetings.

Article 46–Inclusion

A. The district shall offer training and/or staff development programs for those teachers involved with inclusion to enable the teacher to implement the IEP.

B. Teachers shall not be required to administer medicine, perform any medical procedures of a physical nature (i.e. catheterization, tube feeding, etc.), handle problems with bowel or bladder control or body fluids, or to be responsible for any lifting or diapering.

C. UACT and the administration will develop guidelines for the assignment of special needs students which will recognize staff skill and strive for a fair and equitable distribution of the student population. Final assignment shall be at the sole discretion of the administration.

Article 47–LPDC

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

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

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

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

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

Article 48–Fair Share Fee

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 2021-2024 contract shall be restored, except as prohibited by law.

A. The Association shall have the right to assess non-members a representation fee. Said fee shall be in conformance with the internal rules and regulations of the Association.

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

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

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

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

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

Article 49–Suspected Abuse and/or Neglect

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

Article 50–Credit Flex Committee

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

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

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

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

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

Article 51–Certified Staff Evaluation

The purpose of teacher evaluations is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school District.

2. Inform instruction.

3. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

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

1. A uniform instrument for rating bargaining unit members.

2. A philosophy of evaluation whereby the evaluator will assist the bargaining unit member in improving his/her instructional and professional performance.

A. Application

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

   a. Teachers working under a license under Ohio Rev. Code § 3319.22, § 3319.26, § 3319.222 or § 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

   b. Teachers working under a professional or permanent certificate issued under Ohio Rev. Code §3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

   c. Other certificated staff members will be evaluated according to district and state guidelines and procedures.

2. The District shall not conduct an evaluation for any teacher who:

   a. Was on leave for fifty percent (50%) or more of the school year;

   b. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire; or

c. Is a substitute teacher.

B. Standing Joint Committee for Teacher Evaluation: OTES Committee

1. A standing committee comprised of not more than five (5) members appointed by the President/Co-Presidents of the Association and five (5) members appointed by the Superintendent shall be formed. Said committee, co-chaired by the Superintendent and the Association President/Co-Presidents, or their appointees, shall meet to discuss establishing procedures, proposed changes to the evaluation instrument and high quality student data (HQSD) utilized for the evaluation of teachers in the district. This committee's recommendations will then be sent to the Association and the Board for approval. If the parties agree on changes, the revised evaluation procedure shall be adopted via Memorandum of Understanding. Nothing in this section is intended to supersede ORC Section 3319.111.

2. The committee shall annually develop written instructions on the purpose and mechanics of the evaluation procedure along with written instructions on the development and utilization of HQSDs.

3. The committee may establish sub-committees to assist with their work.

4. Sub-committees shall be jointly appointed by the Superintendent/designee and the Association President/Co-Presidents/designee.

5. The committee shall be authorized, by mutual agreement of the co-chairs, to utilize a consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the board.

6. Bargaining unit members who serve on the committee shall be compensated at $250 per school year.

C. Evaluators

1. The person who is responsible for assessing a teacher's performance shall be:

a. The teacher's immediate supervisor or a person included on the current approved list of credentialed evaluators, contracted by the district, and maintained by the Superintendent. In the event the teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. No evaluator will be selected if there exists a conflict of interest (i.e. familial relationship) with the teacher.

b. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a full-time contract pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) certificate/license named under

Division (E), (F), (H), (J), or (L) of ORC Section 3319.22 and must be credentialed as stated in Ohio law.

c. A person who is employed by an entity contracted by the board to conduct evaluations and who holds a license designated for being a superintendent, assistant superintendent, principal, vocational director, administrative specialist, or supervisor in any educational area issued under section 3319.22 of the Revised Code or is qualified to conduct evaluations.

2. In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

D. Orientation

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

2. A teacher newly employed or reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

E. Professional Development

1. The Board shall meet the requirements of the Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement. All professional development will align with the Ohio Professional Development Standards.

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

F. Schedule of Evaluation

1. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

2. The evaluation cycle shall be completed no later than May 1, and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

G. Criteria for Performance Assessment

1. A teacher's performance shall be based on Ohio Educator Standards (or aligned standards) and the current Teacher Performance Evaluation Rubric as designated by the Ohio Department of Education.

2. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

3. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be submitted within five (5) days of the post-observation conference and shall be included in the report and will be considered in the evaluator's assessment of the teacher.

4. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

5. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

6. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices.

7. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

8. No teacher, except as mandated by the Ohio Resident Educator Program, shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form).

H. Schedule of Observations

1. Teacher Performance: As an evaluation factor, the teacher performance is based on direct observation of a teacher's practice (including materials and other

instructional artifacts) and walkthroughs that are performed by a credentialed evaluator.

2. Evaluation Cycle: The period of time for the completion of the evaluation procedures.

   a. No teacher shall be evaluated more than once annually.

   b. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. Teachers in the final year of a limited contract shall receive at least three (3) formal observations unless the Superintendent waives the third observation. If waived by the Superintendent, the teacher may, within five (5) days of the notification, request the third observation by completed.

   c. There shall be a minimum of four weeks between the post conference of the first formal observation and the pre-conference of the second formal observation. The time frame may be shortened by mutual agreement of the parties.

   d. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the class which will be observed. This pre-conference shall occur at least two (2) school days prior to the formal observation unless the teacher provides a written statement approving a shorter timeframe. To allow for the teacher to appropriately prepare for the pre-conference, notice of the time and date of the observation shall be given at least three school days prior to the pre-conference. Should extenuating circumstances exist, the parties can mutually agree to change the timeframes.

   e. The evaluator shall provide written feedback within five (5) work days following each formal observation and an in-person post observation conference no later than ten (10) work days after each formal observation. The written feedback and post observation conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan. At the post-observation conference, teachers shall be provided at least one, but no more than two, areas of focus. Should extenuating circumstances exist, the parties can mutually agree to extend the timeline by five (5) days.

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

I. Walkthroughs

1. A walkthrough is a formative assessment process with an emphasis on identified focus area(s) when applicable.

2. The walkthrough shall be at least five (5) consecutive minutes but not more than fifteen (15) consecutive minutes in duration.

3. A formal debriefing shall occur no later than five (5) work days after the walkthrough if any deficiencies are observed.

4. All teachers shall be provided a copy of the completed walkthrough form.

5. Teacher's may request a walkthrough at any time.

6. Evidence from at least two, but not more than six walkthroughs shall be included in each year's evaluation cycle.

J. High Quality Student Data (HQSD)

1. All evaluation cycles shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

2. The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria: align to learning standards, measure what is intended to be measured, be attributable to a specific teacher for courses and grade levels taught, follow protocols for administration and scoring, provide trustworthy results, not offend or be driven by bias.

3. It is recognized that there are many types of data that can be used to support student learning, and the data include much more than just test scores. These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.

K. Professional Growth and Improvement Plans

1. Professional growth and improvement plans shall be developed as follows:

a. Teachers whose evaluation rating is "Accomplished" shall develop a self-directed plan for continuing professional growth~~.~~

b. Teachers whose evaluation rating is “Skilled” shall develop a professional growth plan collaboratively with his/her credentialed evaluator.

c. Teachers whose evaluation rating is “Developing” will develop a professional growth plan that is guided by the assigned evaluator.

d. Teachers whose evaluation rating is “Ineffective” will be placed on an improvement plan developed by the assigned evaluator.

e. Districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system.

2. If a teacher and evaluator are unable to agree on the evaluator’s expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

3. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement, and support to poorly performing teachers.

4. The improvement plan shall include:

a. Specific, measurable instructional practices to be observed;

b. Specific, evidence-based resources, and assistance to be provided;

c. Clearly articulated timelines for the completion of the plan; and

d. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,

e. Utilization of the form designed, approved, and reviewed annually by the OTES Committee and included in the District OTES Handbook.

5. Professional growth and improvement plans shall be aligned to the teacher’s evaluation and, if applicable, include one (1) component of the District’s or Building level improvement plan.

6. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

L. Mentor Teachers for Teachers on an Improvement Plan

1. The District shall provide teachers on an improvement plan with a trained mentor teacher who is not the credentialed evaluator.

2. Role of the Mentor Teacher

a. The mentor teacher shall have a minimum of five (5) consecutive years of teaching experience and have a summative rating for the prior school year as "Skilled" or "Accomplished."

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

c. The mentor teacher shall hold a valid teaching certificate/license.

d. The mentor teacher shall have extensive knowledge of a variety of classroom management and instructional techniques.

e. The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

f. Release Time/Compensation

1) Each mentor teacher shall be granted release time for mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

2) In addition to the mutually agreed upon release time, each mentor teacher will be paid, at the tutor rate of pay, up to a maximum of fifteen (15) hours. The payment is to be made in the second pay period of June of that school year provided all completed paperwork is submitted to the Treasurer's Office by June 1.

g. Protections

1) Other than a notation that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation.

2) A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and/or advancement through the Resident Educator program.

3) No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.

4) All interaction between the mentor teacher and the teacher shall be regarded as confidential. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentor teacher, and no information provided by the mentor shall be used in the evaluation of the teacher.

5) At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised one (1) time by the mentor teacher or the teacher.

h. No data collected through the Ohio Resident Educator or Mentor Program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.

i. If there are no volunteers from the bargaining unit who express interest for the position of mentor, the Superintendent shall direct a qualified bargaining unit member to the position for no more than one (1) year as mentor. Involuntary assignment by the Superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

M. Finalization of Evaluation

1. Written Report

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

b. The teacher shall have the right to make a written response and to have it attached to the final report. A copy, signed by both parties, shall be provided to the teacher.

2. Completion of Evaluation Cycle

a. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used.

b. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

c. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

d. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.

e. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

f. Any teacher who receives an evaluation rating of "Skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

g. Any teacher who receives an evaluation rating of "Accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

h. The Superintendent shall annually file a report to the ODE including only the following information:

1) the number of teachers for whom an evaluation was conducted;

2) the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated;

3) Ohio Evaluation System (OhioES)

a) The use of OhioES, or any other teacher evaluation electronic reporting and/or storage system, shall be done in such a way as to comply with the above and with the assurance that the name of, or any other personally identifiable information, is not transmitted outside of the District.

i. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

N. Due Process

1. Teachers who disagree with and provide evidence that identifies errors with data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and approved by the District.

2. A teacher shall be entitled to association representation at any conference held during this procedure.

3. In the event the district does not follow the procedures established in this article, the bargaining unit recognizes the following elements as being of the utmost importance in determining the final summative rating and in making employment decisions during the evaluation cycle:

   a. Improvement plans
   b. Walkthroughs
   c. Pre and Post Conference
   d. At least two formal observations
   e. Conference on the final summative rating

   The district's failure to complete any of the above processes will result in a final summative rating defaulting to "Skilled" and the reemployment of the bargaining unit member when employment decisions are to be made during the evaluation cycle.

4. This article also places utmost importance on the district following the established timelines and deadlines. Understanding the necessity for flexibility in an evaluator's schedule, a grace period of five days for missed timelines and deadlines will be applied for each one missed. If a missed timeline for a deadline falls outside this grace period, the bargaining unit member will be automatically reemployed where employment decisions are to be made during the evaluation cycle.

5. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Revised Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of her/his evaluation cycle.

O. Personnel Actions

1. For purposes of Reduction in Force, a teacher's summative rating shall be considered as a three-year average of his or her summative ratings. The average shall be calculated by assigning the following values:

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

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

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

4. For purposes of Reduction in Force the final summative ratings of "Accomplished" and "Skilled" shall be considered comparable.

5. Staff members with an average summative rating of 2.6 or higher based on the calculation in section Q.1 above, in order to determine the order of reduction in force within that subset, will then have their teacher performance rating considered as a three-year average of his or her teacher performance ratings using the values identified in Q.1 above for determination of staff considered for reduction.

Article 52–Curriculum Adoption

Teachers shall be given sixty (60) work days to review newly adopted instructional material, such as teacher editions, teacher workbooks, and available online materials, of newly adopted curriculum materials before full implementation with fidelity. The sixty (60) days will begin once teachers receive the aforementioned materials. Teachers shall also have dedicated time for collaboration and professional development within this time frame.

Article 53–Duration

This agreement shall take effect June 1, 2024 and remain in full force and effect until May 31, 2027. The parties agree to re-open Article 2 – Salary Schedule for the 2026-2027 school year.

Ratification

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

For Urbana City Schools

6-25-24
President of the Board of Education — Date

6-25-24
Treasurer — Date

6-25-24
Superintendent — Date

For Urbana Association of Classroom Teachers

6/25/24
Association President/Co-President — Date

6/25/24
Association President/Co-President — Date

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Appendix A: Plan Amendment

PLAN AMENDMENT - URBANA CITY SCHOOLS EMPLOYEE BENEFIT PLAN

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

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

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

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

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

Name _____

Title _____

Date _____

Appendix B: Certified Salary Schedules

2024-2025 Certified Schedule

STEP	BA	SALARY	B150	SALARY	M	SALARY	M 15	SALARY	M 30	SALARY
0	1.000	41,671	1.038	43,254	1.095	45,630	1.137	47,380	1.1805	49,193
1	1.038	43,254	1.081	45,046	1.143	47,630	1.188	49,505	1.2335	51,401
2	1.076	44,838	1.124	46,838	1.191	49,630	1.238	51,589	1.2865	53,610
3	1.114	46,421	1.167	48,630	1.239	51,630	1.289	53,714	1.3395	55,818
4	1.152	48,005	1.210	50,422	1.287	53,631	1.339	55,797	1.3925	58,027
5	1.190	49,588	1.253	52,214	1.335	55,631	1.390	57,923	1.4455	60,235
6	1.228	51,172	1.296	54,006	1.383	57,631	1.440	60,006	1.4985	62,444
7	1.266	52,755	1.339	55,797	1.431	59,631	1.491	62,131	1.5515	64,653
8	1.304	54,339	1.382	57,589	1.479	61,631	1.541	64,215	1.6045	66,861
9	1.342	55,922	1.425	59,381	1.527	63,632	1.592	66,340	1.6575	69,070
10	1.380	57,506	1.468	61,173	1.575	65,632	1.642	68,424	1.7105	71,278
11	1.418	59,089	1.511	62,965	1.623	67,632	1.693	70,549	1.7635	73,487
12	1.456	60,673	1.554	64,757	1.671	69,632	1.743	72,633	1.8165	75,695
13	1.494	62,256	1.597	66,549	1.719	71,632	1.794	74,758	1.8695	77,904
14	1.532	63,840	1.640	68,340	1.767	73,633	1.844	76,841	1.9225	80,112
15	1.570	65,423	1.683	70,132	1.815	75,633	1.895	78,967	1.9755	82,321
16	1.570	65,423	1.683	70,132	1.815	75,633	1.895	78,967	1.9755	82,321
17	1.570	65,423	1.683	70,132	1.815	75,633	1.895	78,967	1.9755	82,321
18	1.570	65,423	1.683	70,132	1.815	75,633	1.895	78,967	1.9755	82,321
19	1.570	65,423	1.683	70,132	1.815	75,633	1.895	78,967	1.9755	82,321
20	1.5909	66,294	1.7039	71,003	1.8359	76,504	1.9160	79,842	1.9964	83,192
21	1.5909	66,294	1.7039	71,003	1.8359	76,504	1.9160	79,842	1.9964	83,192
22	1.5909	66,294	1.7039	71,003	1.8359	76,504	1.9160	79,842	1.9964	83,192
23	1.5909	66,294	1.7039	71,003	1.8359	76,504	1.9160	79,842	1.9964	83,192
24	1.5909	66,294	1.7039	71,003	1.8359	76,504	1.9160	79,842	1.9964	83,192
25	1.5909	66,294	1.7039	71,003	1.8359	76,504	1.9160	79,842	1.9964	83,192
26	1.5909	66,294	1.7039	71,003	1.8359	76,504	1.9160	79,842	1.9964	83,192
27	1.5909	66,294	1.7039	71,003	1.8359	76,504	1.9160	79,842	1.9964	83,192
28	1.5909	66,294	1.7039	71,003	1.8359	76,504	1.9160	79,842	1.9964	83,192
29	1.5909	66,294	1.7039	71,003	1.8359	76,504	1.9160	79,842	1.9964	83,192
30	1.5909	66,294	1.7039	71,003	1.8359	76,504	1.9160	79,842	1.9964	83,192
31	1.5909	66,294	1.7039	71,003	1.8359	76,504	1.9160	79,842	1.9964	83,192
32	1.6119	67,169	1.7249	71,878	1.8569	77,379	1.9370	80,717	2.0174	84,067

Appendix B: Certified Salary Schedules (continued)

2025-2026 Certified Schedule

STEP	BA	SALARY	B150	SALARY	M	SALARY	M 15	SALARY	M 30	SALARY
0	1.000	42,504	1.038	44,119	1.095	46,542	1.137	48,327	1.1805	50,176
1	1.038	44,119	1.081	45,947	1.143	48,582	1.188	50,495	1.2335	52,429
2	1.076	45,734	1.124	47,774	1.191	50,622	1.238	52,620	1.2865	54,681
3	1.114	47,349	1.167	49,602	1.239	52,662	1.289	54,788	1.3395	56,934
4	1.152	48,965	1.210	51,430	1.287	54,703	1.339	56,913	1.3925	59,187
5	1.190	50,580	1.253	53,258	1.335	56,743	1.390	59,081	1.4455	61,440
6	1.228	52,195	1.296	55,085	1.383	58,783	1.440	61,206	1.4985	63,692
7	1.266	53,810	1.339	56,913	1.431	60,823	1.491	63,373	1.5515	65,945
8	1.304	55,425	1.382	58,741	1.479	62,863	1.541	65,499	1.6045	68,198
9	1.342	57,040	1.425	60,568	1.527	64,904	1.592	67,666	1.6575	70,450
10	1.380	58,656	1.468	62,396	1.575	66,944	1.642	69,792	1.7105	72,703
11	1.418	60,271	1.511	64,224	1.623	68,984	1.693	71,959	1.7635	74,956
12	1.456	61,886	1.554	66,051	1.671	71,024	1.743	74,084	1.8165	77,209
13	1.494	63,501	1.597	67,879	1.719	73,064	1.794	76,252	1.8695	79,461
14	1.532	65,116	1.640	69,707	1.767	75,105	1.844	78,377	1.9225	81,714
15	1.570	66,731	1.683	71,534	1.815	77,145	1.895	80,545	1.9755	83,967
16	1.570	66,731	1.683	71,534	1.815	77,145	1.895	80,545	1.9755	83,967
17	1.570	66,731	1.683	71,534	1.815	77,145	1.895	80,545	1.9755	83,967
18	1.570	66,731	1.683	71,534	1.815	77,145	1.895	80,545	1.9755	83,967
19	1.570	66,731	1.683	71,534	1.815	77,145	1.895	80,545	1.9755	83,967
20	1.5909	67,620	1.7039	72,423	1.8359	78,033	1.9160	81,438	1.9964	84,855
21	1.5909	67,620	1.7039	72,423	1.8359	78,033	1.9160	81,438	1.9964	84,855
22	1.5909	67,620	1.7039	72,423	1.8359	78,033	1.9160	81,438	1.9964	84,855
23	1.5909	67,620	1.7039	72,423	1.8359	78,033	1.9160	81,438	1.9964	84,855
24	1.5909	67,620	1.7039	72,423	1.8359	78,033	1.9160	81,438	1.9964	84,855
25	1.5909	67,620	1.7039	72,423	1.8359	78,033	1.9160	81,438	1.9964	84,855
26	1.5909	67,620	1.7039	72,423	1.8359	78,033	1.9160	81,438	1.9964	84,855
27	1.5909	67,620	1.7039	72,423	1.8359	78,033	1.9160	81,438	1.9964	84,855
28	1.5909	67,620	1.7039	72,423	1.8359	78,033	1.9160	81,438	1.9964	84,855
29	1.5909	67,620	1.7039	72,423	1.8359	78,033	1.9160	81,438	1.9964	84,855
30	1.5909	67,620	1.7039	72,423	1.8359	78,033	1.9160	81,438	1.9964	84,855
31	1.5909	67,620	1.7039	72,423	1.8359	78,033	1.9160	81,438	1.9964	84,855
32	1.6119	68,512	1.7249	73,315	1.8569	78,926	1.9370	82,330	2.0174	85,748

2026-2027 Certified Schedule

Wage Reopener.

Appendix C: Supplemental Contracts Salary Schedule

NOTES FOR SUPPLEMENTAL SALARY SCHEDULE:

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

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

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

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

Appendix C: Supplemental Contracts Salary Schedule (continued)

Supplemental Salary Schedule 2024-2025

BASE	41,671	SALARY			RATE		
Group	**Title**	**Step 0**	**Step 1**	**Step 2**	**Step 0**	**Step 1**	**Step 2**
1	Basketball HS Boys Head	$6,250.65	$6,667.36	$7,084.07	0.150	0.160	0.170
1	Basketball HS Girls Head	$6,250.65	$6,667.36	$7,084.07	0.150	0.160	0.170
1	Football HS Head	$6,250.65	$6,667.36	$7,084.07	0.150	0.160	0.170
1	Video Production - District	$6,250.65	$6,667.36	$7,084.07	0.150	0.160	0.170
2	Track HS Head Combined*(w/3 Asst)	$5,000.52	$5,417.23	$5,833.94	0.120	0.130	0.140
2	Wrestling HS Head	$5,000.52	$5,417.23	$5,833.94	0.120	0.130	0.140
3	Baseball Head	$4,167.10	$4,583.81	$5,000.52	0.100	0.110	0.120
3	Basketball HS Boys Asst.	$4,167.10	$4,583.81	$5,000.52	0.100	0.110	0.120
3	Basketball HS Girls Asst.	$4,167.10	$4,583.81	$5,000.52	0.100	0.110	0.120
3	Football HS Assistant (5)	$4,167.10	$4,583.81	$5,000.52	0.100	0.110	0.120
3	Soccer Boys Head	$4,167.10	$4,583.81	$5,000.52	0.100	0.110	0.120
3	Soccer Girls Head	$4,167.10	$4,583.81	$5,000.52	0.100	0.110	0.120
3	Softball Head	$4,167.10	$4,583.81	$5,000.52	0.100	0.110	0.120
3	Track HS Boys Head	$4,167.10	$4,583.81	$5,000.52	0.100	0.110	0.120
3	Track HS Girls Head	$4,167.10	$4,583.81	$5,000.52	0.100	0.110	0.120
3	Volleyball HS Head	$4,167.10	$4,583.81	$5,000.52	0.100	0.110	0.120
4	Music Instrumental (D)	$3,750.39	$4,167.10	$4,583.81	0.090	0.100	0.110
5	House Dean Junior High (4)	$3,333.68	$3,750.39	$4,167.10	0.080	0.090	0.100
6	G.L./ I.S. Chair Elementary (6)	$2,916.97	$3,333.68	$3,750.39	0.070	0.080	0.090
6	Music Secondary Vocal	$2,916.97	$3,333.68	$3,750.39	0.070	0.080	0.090
6	Track JH Head Combined	$2,916.97	$3,333.68	$3,750.39	0.070	0.080	0.090
6	Wrestling HS Asst.	$2,916.97	$3,333.68	$3,750.39	0.070	0.080	0.090
6 +	Department Chair High School (6)	$2,500.26	$2,916.97	$3,333.68	0.060	0.070	0.080
7	Baseball Asst.	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Basketball HS Boys Freshmen	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Basketball HS Girls Freshmen	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Basketball JH Boys Head	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Basketball JH Girls Head	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Bowling Boys Head	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Bowling Girls Head	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Cross Country Head	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Football JH Head	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Golf Boys Head	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Golf Girls Head	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Music Instrumental Asst. (D)	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Soccer Boys Asst.	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Soccer Girls Asst.	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Softball Asst.	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Swimming Head	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Tennis Boys Head	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Tennis Girls Head	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Track HS Boys Asst.	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Track HS Girls Asst.	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Volleyball HS Asst.	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Volleyball HS Asst. Freshmen	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Volleyball JH Head	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070
7	Wrestling JH Head	$2,083.55	$2,500.26	$2,916.97	0.050	0.060	0.070

Appendix C: Supplemental Contracts Salary Schedule (continued)
Supplemental Salary Schedule 2024-2025

8	Basketball JH Boys Asst.	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Basketball JH Girls Asst.	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Cheerleading HS Head BB	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Cheerleading HS Head FB	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Football JH Asst. (3)	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Music Elementary	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Play HS Advisor Fall (E)	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Play HS Advisor Spring (F)	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Swimming Asst.	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Track JH Asst. (3)	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Volleyball JH Asst.	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Weight Room Fall	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Weight Room Spring	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Weight Room Winter	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Yearbook HS Advisor 1	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
8	Yearbook HS Advisor 2	$1,666.84	$2,083.55	$2,500.26	0.040	0.050	0.060
9	Building Technology Assistants (6)	$1,250.13	$1,666.84	$2,083.55	0.030	0.040	0.050
9	Cheerleading HS Asst. BB	$1,250.13	$1,666.84	$2,083.55	0.030	0.040	0.050
9	Cheerleading HS Asst. FB	$1,250.13	$1,666.84	$2,083.55	0.030	0.040	0.050
9	Cheerleading JH BB Adv.	$1,250.13	$1,666.84	$2,083.55	0.030	0.040	0.050
9	Cheerleading JH FB Adv.	$1,250.13	$1,666.84	$2,083.55	0.030	0.040	0.050
9	Cross Country JH Head	$1,250.13	$1,666.84	$2,083.55	0.030	0.040	0.050
9	Department Chair Junior High (6)	$1,250.13	$1,666.84	$2,083.55	0.030	0.040	0.050
9	Wrestling JH Asst.	$1,250.13	$1,666.84	$2,083.55	0.030	0.040	0.050
10	Show Choir Coach	$833.42	$1,250.13	$1,666.84	0.020	0.030	0.040
10	Student Council HS Adv. (A)	$833.42	$1,250.13	$1,666.84	0.020	0.030	0.040
10	Yearbook JH	$833.42	$1,250.13	$1,666.84	0.020	0.030	0.040
11	Class Advisor Seniors	$833.42	$1,041.78	$1,250.13	0.020	0.025	0.030
11	Prom Advisor (C)	$833.42	$1,041.78	$1,250.13	0.020	0.025	0.030
11	Student Council HS Asst. Adv. (A)	$833.42	$1,041.78	$1,250.13	0.020	0.025	0.030
11	Student Council JH Advisor (B)	$833.42	$1,041.78	$1,250.13	0.020	0.025	0.030
12	PBIS Coordinator High School	$625.07	$833.42	$937.60	0.015	0.020	0.023
12	Music Majorette Advisor	$625.07	$833.42	$937.60	0.015	0.020	0.0225
12	Play HS Asst. Adv. Fall (E)	$625.07	$833.42	$937.60	0.015	0.020	0.0225
12	Play HS Asst. Adv. Spring (F)	$625.07	$833.42	$937.60	0.015	0.020	0.0225
12	Student Council JH Asst. Adv. (B)	$625.07	$833.42	$937.60	0.015	0.020	0.0225
13	Class Advisor Freshmen	$416.71	$520.89	$625.07	0.010	0.0125	0.015
13	Class Advisor Juniors	$416.71	$520.89	$625.07	0.010	0.0125	0.015
13	Class Advisor Sophomores	$416.71	$520.89	$625.07	0.010	0.0125	0.015
13	Freshman Focus (10)	$416.71	$520.89	$625.07	0.010	0.0125	0.015
13	In The Know Advisor	$416.71	$520.89	$625.07	0.010	0.0125	0.015
13	NHS HS Advisor (2)	$416.71	$520.89	$625.07	0.010	0.0125	0.015
13	NHS JH Advisor	$416.71	$520.89	$625.07	0.010	0.0125	0.015
13	Prom Asst. Adv. (C)	$416.71	$520.89	$625.07	0.010	0.0125	0.015
13	Trip Coordinator JH	$416.71	$520.89	$625.07	0.010	0.0125	0.015
14	Trip Coordinator JH Kirkmont	$208.36	$312.53	$416.71	0.005	0.0075	0.010

Appendix C: Supplemental Contracts Salary Schedule (continued)

Supplemental Salary Schedule 2025-2026

BASE	42,504	SALARY			RATE		
Group	**Title**	**Step 0**	**Step 1**	**Step 2**	**Step 0**	**Step 1**	**Step 2**
1	Basketball HS Boys Head	$6,375.60	$6,800.64	$7,225.68	0.150	0.160	0.170
1	Basketball HS Girls Head	$6,375.60	$6,800.64	$7,225.68	0.150	0.160	0.170
1	Football HS Head	$6,375.60	$6,800.64	$7,225.68	0.150	0.160	0.170
1	Video Production - District	$6,375.60	$6,800.64	$7,225.68	0.150	0.160	0.170
2	Track HS Head Combined*(w/3 Asst)	$5,100.48	$5,525.52	$5,950.56	0.120	0.130	0.140
2	Wrestling HS Head	$5,100.48	$5,525.52	$5,950.56	0.120	0.130	0.140
3	Baseball Head	$4,250.40	$4,675.44	$5,100.48	0.100	0.110	0.120
3	Basketball HS Boys Asst.	$4,250.40	$4,675.44	$5,100.48	0.100	0.110	0.120
3	Basketball HS Girls Asst.	$4,250.40	$4,675.44	$5,100.48	0.100	0.110	0.120
3	Football HS Assistant (5)	$4,250.40	$4,675.44	$5,100.48	0.100	0.110	0.120
3	Soccer Boys Head	$4,250.40	$4,675.44	$5,100.48	0.100	0.110	0.120
3	Soccer Girls Head	$4,250.40	$4,675.44	$5,100.48	0.100	0.110	0.120
3	Softball Head	$4,250.40	$4,675.44	$5,100.48	0.100	0.110	0.120
3	Track HS Boys Head	$4,250.40	$4,675.44	$5,100.48	0.100	0.110	0.120
3	Track HS Girls Head	$4,250.40	$4,675.44	$5,100.48	0.100	0.110	0.120
3	Volleyball HS Head	$4,250.40	$4,675.44	$5,100.48	0.100	0.110	0.120
4	Music Instrumental (D)	$3,825.36	$4,250.40	$4,675.44	0.090	0.100	0.110
5	House Dean Junior High (4)	$3,400.32	$3,825.36	$4,250.40	0.080	0.090	0.100
6	G.L./ I.S. Chair Elementary (6)	$2,975.28	$3,400.32	$3,825.36	0.070	0.080	0.090
6	Music Secondary Vocal	$2,975.28	$3,400.32	$3,825.36	0.070	0.080	0.090
6	Track JH Head Combined	$2,975.28	$3,400.32	$3,825.36	0.070	0.080	0.090
6	Wrestling HS Asst.	$2,975.28	$3,400.32	$3,825.36	0.070	0.080	0.090
6 +	Department Chair High School (6)	$2,550.24	$2,975.28	$3,400.32	0.060	0.070	0.080
7	Baseball Asst.	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Basketball HS Boys Freshmen	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Basketball HS Girls Freshmen	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Basketball JH Boys Head	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Basketball JH Girls Head	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Bowling Boys Head	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Bowling Girls Head	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Cross Country Head	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Football JH Head	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Golf Boys Head	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Golf Girls Head	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Music Instrumental Asst. (D)	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Soccer Boys Asst.	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Soccer Girls Asst.	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Softball Asst.	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Swimming Head	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Tennis Boys Head	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Tennis Girls Head	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Track HS Boys Asst.	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Track HS Girls Asst.	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Volleyball HS Asst.	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Volleyball HS Asst. Freshmen	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Volleyball JH Head	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070
7	Wrestling JH Head	$2,125.20	$2,550.24	$2,975.28	0.050	0.060	0.070

Appendix C: Supplemental Contracts Salary Schedule (continued)
Supplemental Salary Schedule 2025-2026

8	Basketball JH Boys Asst.	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Basketball JH Girls Asst.	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Cheerleading HS Head BB	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Cheerleading HS Head FB	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Football JH Asst. (3)	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Music Elementary	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Play HS Advisor Fall (E)	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Play HS Advisor Spring (F)	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Swimming Asst.	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Track JH Asst. (3)	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Volleyball JH Asst.	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Weight Room Fall	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Weight Room Spring	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Weight Room Winter	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Yearbook HS Advisor 1	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
8	Yearbook HS Advisor 2	$1,700.16	$2,125.20	$2,550.24	0.040	0.050	0.060
9	Building Technology Assistants (6)	$1,275.12	$1,700.16	$2,125.20	0.030	0.040	0.050
9	Cheerleading HS Asst. BB	$1,275.12	$1,700.16	$2,125.20	0.030	0.040	0.050
9	Cheerleading HS Asst. FB	$1,275.12	$1,700.16	$2,125.20	0.030	0.040	0.050
9	Cheerleading JH BB Adv.	$1,275.12	$1,700.16	$2,125.20	0.030	0.040	0.050
9	Cheerleading JH FB Adv.	$1,275.12	$1,700.16	$2,125.20	0.030	0.040	0.050
9	Cross Country JH Head	$1,275.12	$1,700.16	$2,125.20	0.030	0.040	0.050
9	Department Chair Junior High (6)	$1,275.12	$1,700.16	$2,125.20	0.030	0.040	0.050
9	Wrestling JH Asst.	$1,275.12	$1,700.16	$2,125.20	0.030	0.040	0.050
10	Show Choir Coach	$850.08	$1,275.12	$1,700.16	0.020	0.030	0.040
10	Student Council HS Adv. (A)	$850.08	$1,275.12	$1,700.16	0.020	0.030	0.040
10	Yearbook JH	$850.08	$1,275.12	$1,700.16	0.020	0.030	0.040
11	Class Advisor Seniors	$850.08	$1,062.60	$1,275.12	0.020	0.025	0.030
11	Prom Advisor (C)	$850.08	$1,062.60	$1,275.12	0.020	0.025	0.030
11	Student Council HS Asst. Adv. (A)	$850.08	$1,062.60	$1,275.12	0.020	0.025	0.030
11	Student Council JH Advisor (B)	$850.08	$1,062.60	$1,275.12	0.020	0.025	0.030
12	PBIS Coordinator High School	$637.56	$850.08	$956.34	0.015	0.020	0.0225
12	Music Majorette Advisor	$637.56	$850.08	$956.34	0.015	0.020	0.023
12	Play HS Asst. Adv. Fall (E)	$637.56	$850.08	$956.34	0.015	0.020	0.0225
12	Play HS Asst. Adv. Spring (F)	$637.56	$850.08	$956.34	0.015	0.020	0.0225
12	Student Council JH Asst. Adv. (B)	$637.56	$850.08	$956.34	0.015	0.020	0.0225
13	Class Advisor Freshmen	$425.04	$531.30	$637.56	0.010	0.0125	0.015
13	Class Advisor Juniors	$425.04	$531.30	$637.56	0.010	0.0125	0.015
13	Class Advisor Sophomores	$425.04	$531.30	$637.56	0.010	0.0125	0.015
13	Freshman Focus (10)	$425.04	$531.30	$637.56	0.010	0.0125	0.015
13	In The Know Advisor	$425.04	$531.30	$637.56	0.010	0.0125	0.015
13	NHS HS Advisor (2)	$425.04	$531.30	$637.56	0.010	0.0125	0.015
13	NHS JH Advisor	$425.04	$531.30	$637.56	0.010	0.0125	0.015
13	Prom Asst. Adv. (C)	$425.04	$531.30	$637.56	0.010	0.0125	0.015
13	Trip Coordinator JH	$425.04	$531.30	$637.56	0.010	0.0125	0.015
14	Trip Coordinator JH Kirkmont	$212.52	$318.78	$425.04	0.005	0.0075	0.010

Appendix D: Alphabetical Listing of Supplementals

Group	Title
7	Baseball Asst.
3	Baseball Head
3	Basketball HS Boys Asst.
7	Basketball HS Boys Freshmen
1	Basketball HS Boys Head
3	Basketball HS Girls Asst.
7	Basketball HS Girls Freshmen
1	Basketball HS Girls Head
8	Basketball JH Boys Asst.
7	Basketball JH Boys Head
8	Basketball JH Girls Asst.
7	Basketball JH Girls Head
7	Bowling Boys Head
7	Bowling Girls Head
9	Building Technology Assistants (6)
9	Cheerleading HS Asst. BB
9	Cheerleading HS Asst. FB
8	Cheerleading HS Head BB
8	Cheerleading HS Head FB
9	Cheerleading JH BB Adv.
9	Cheerleading JH FB Adv.
13	Class Advisor Freshmen
13	Class Advisor Juniors
11	Class Advisor Seniors
13	Class Advisor Sophomores
7	Cross Country Head
9	Cross Country JH Head
9	Department Chair Junior High (6)
6 +	Department Chair High School (6)
3	Football HS Assistant (5)
1	Football HS Head
8	Football JH Asst. (3)
7	Football JH Head
13	Freshman Focus (10)
7	Golf Boys Head
7	Golf Girls Head
6	G.L./ I.S. Chair Elementary (6)
5	House Dean Junior High (4)
13	In The Know Advisor
8	Music Elementary
7	Music Instrumental Asst. (D)
4	Music Instrumental (D)
12	Music Majorette Advisor
6	Music Secondary Vocal
13	NHS HS Advisor (2)
13	NHS JH Advisor

Group	Title
8	Play HS Advisor Fall (E)
8	Play HS Advisor Spring (F)
12	Play HS Asst. Adv. Fall (E)
12	Play HS Asst. Adv. Spring (F)
11	Prom Advisor (C)
13	Prom Asst. Adv. (C)
10	Show Choir Coach
7	Soccer Boys Asst.
3	Soccer Boys Head
7	Soccer Girls Asst.
3	Soccer Girls Head
7	Softball Asst.
3	Softball Head
10	Student Council HS Adv. (A)
11	Student Council HS Asst. Adv. (A)
11	Student Council JH Advisor (B)
12	Student Council JH Asst. Adv. (B)
8	Swimming Asst.
7	Swimming Head
7	Tennis Boys Head
7	Tennis Girls Head
7	Track HS Boys Asst.
3	Track HS Boys Head
7	Track HS Girls Asst.
3	Track HS Girls Head
2	Track HS Head Combined*(w/3 Asst)
8	Track JH Asst. (3)
6	Track JH Head Combined
13	Trip Coordinator JH
14	Trip Coordinator JH Kirkmont
1	Video Production - District
7	Volleyball HS Asst.
7	Volleyball HS Asst. Freshmen
3	Volleyball HS Head
8	Volleyball JH Asst.
7	Volleyball JH Head
8	Weight Room Fall
8	Weight Room Spring
8	Weight Room Winter
6	Wrestling HS Asst.
2	Wrestling HS Head
9	Wrestling JH Asst.
7	Wrestling JH Head
8	Yearbook HS Advisor 1
8	Yearbook HS Advisor 2
10	Yearbook JH

Appendix E: Record of Absence Form

URBANA CITY SCHOOLS
RECORD OF ABSENCES – CERTIFIED/CLASSIFIED

Employee Name (PRINT) _____

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

Payroll Period _____

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

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

_____ _____
Signature of Employee Authorizing Principal/Supervisor

_____
Director of Business Services/Designee

SUBSTITUTE REPORT

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

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

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

Revised 6-20-24

Appendix E: Record of Absence Form (continued)

Uses of Sick Leave – Certificated Staff

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

_____ 1. Personal illness, pregnancy, adoption, injury, or exposure to contagious diseases.

_____ 2. Illness, pregnancy, or injury of a spouse or minor child.

_____ 3. Illness or injury to parents, adult children, grandchildren, grandparents, mother-in-law, father-in-law, brother, sister, or another person who assumes a similar relationship to employee as identified here: _____.

_____ 4. Due to the death of a relative or person listed in reason 2 or 3.

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

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

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

Family & Medical Leave Act (FMLA)
Up to twelve weeks in a twelve-month period may be taken pursuant to the FMLA for the following reasons:

> The birth of a child and/or to care for the newborn child within one year of the child's birth;
> The placement of an adopted child or foster child with a member and/or to care for the newly placed child within one year of the child's arrival;
> A serious health condition affecting the member's spouse, child, parent, for which the member is needed to provide care, or;
> A serious health condition that prevents the member from performing the functions of her/his job.

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

Leave Balances
Individual's leave balances are only charged for the use of a particular leave(s) for days during the school year during which they are contracted to work (i.e. see Article 17). Days declared by the Board as 'calamity days', winter and spring recess days, and holidays observed by the Board during the school year (other than those which may occur during winter and spring recesses)[1] when school is not in session are not charged against individuals' leave balances.

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

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

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

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

Appendix G: Grievance Report Form

GRIEVANCE REPORT FORM

DATE: _____ GRIEVANCE NUMBER: UACT # _____

Grievant Name(s): _____

Grievant Position: _____

School: _____

Association Representative: _____

Grievant Immediate Supervisor: _____

Contract Article(s) Allegedly Violated:

A/S:

Grievant Alleges (Please attached extra sheets, if needed): That on date

Remedy Sought:

Signature: _____ Date: _____

Appendix G: Grievance Report Form (continued)

Informal Step Date of Informal Discussion with Supervisor: _____ Resolution at Informal Step? _____ Yes; _____ No	Any bargaining unit member having a grievance shall attempt to privately discuss this problem first with the immediate supervisor or the administrator who has the authority to remedy the problem before a formal grievance shall be filed, the grievant may be accompanied by a representative of the member's choice.
Step One – Immediate Supervisor Date of filing of Step One Conference Request: _____ Date of Step One Conference: _____ Date of Step One Response: _____	If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, he/she shall file a written grievance with the grievant's immediate supervisor. A grievance filed with the immediate supervisor or the appropriate administrator must be filed within twenty-one (21) days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. A Step One grievance conference shall occur within five (5) days after the grievance is filed, a representative of his/her choice may accompany the grievant. Twenty-four (24) hours advance notification concerning representation must be given to the supervisor. The supervisor shall file a written decision on the grievance within ten (10) days.
Step Two – Superintendent Date of filing of Step Two Conference Request: _____ Date of Step Two Conference: _____ Date of Step Two Response: _____	In the event a grievance has not been satisfactorily resolved at Step One, the grievant may file within ten (10) days of the administrator's written decision at Step One, a copy of the grievance with the Superintendent. Within five (5) days after such written grievance is filed, the grievant, who may have a representative of his/her choice, and the Superintendent or designee shall meet at a Step Two grievance conference to discuss the grievance. Twenty-four (24) hours advance notification concerning representation must be given to the Superintendent or designee. The Superintendent or designee shall file a written decision within ten (10) days of the Step Two grievance conference and communicated in writing to the grievant and the Association President/Co-Presidents.
Step Three – Board of Education Date of filing of Step Three Conference Request: _____ Date of Step Three Conference: _____ Date of Step Three Response: _____ Grievance Response: _____ Granted; _____ Denied (Attach Response)	If the grievant is not satisfied with the written step two grievance response of the Superintendent, the grievant may, within fourteen (14) days receiving the Superintendent's step two response, through the UACT Executive Committee, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with grievant in executive session, if requested, and render a Step Three decision in writing within fourteen (14) days.
Step Four – Mediation Grievant elects to forgo Mediation per Article 16: _____ Date of filing of Step Four Mediation Request: _____ Date of Step Four Mediation: _____	If, after receiving the Step Three grievance decision of the Board, the grievant remains unsatisfied, the grievant shall request in writing that the matter be submitted to grievance mediation with the Federal Mediation and Conciliation Service (FMCS), unless the grievance pertains to an issue affecting the member's wages (including but not limited to suspension, demotion, termination, non-renewal, RIF, supplemental contracts, and salary schedule placement). Mediation is voluntary when a member's wages are affected as a result of the act which precipitated the grievance. This request shall be made within fourteen (14) days from the receipt of the Step Tree grievance decision of the Board. When applicable, the parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but no later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful or is not completed within thirty (30) days of the request for mediation and the grievant remains unsatisfied, the grievance may proceed to the next step.
Step Five – Binding Arbitration Date of filing of Step Five Request: _____	If the grievant is not satisfied by the decision of the Board and appropriately elects not to submit the matter to grievance mediation, or if the grievant is not satisfied with the results of the mediation, the Association, through the UACT Executive Committee, may within ten (10) days of receipt of the written decision of the Board at Step Three (if mediation is not elected) or the conclusion of the mediation submit the grievance to binding arbitration according to the voluntary rules of the American Arbitration Association. Written notice of that advancement shall be given to the Board President, the Superintendent and the Treasurer. If the parties mutually agree, the grievance may be submitted to expedited arbitration.

Appendix H: Certificated Personal Leave Form

CERTIFICATED PERSONAL LEAVE FORM
Urbana City Schools

Employee Name_____ Date _____

Current Assignment/Building _____ Subject/Grade _____

The undersigned is hereby making request for the use of _____ day(s) of PERSONAL LEAVE on the following date(s) _____.

Under Article 24, Item F, of the Collective Bargaining Agreement, activities for which personal leave are not appropriate and therefore may not be represented on the requested day or days' activities:

1. application or interview associated with securing employment elsewhere
2. responsibilities related to a job not associated with the school district
3. any function which may result in personal financial gain for the employee at the sacrifice of the employee's school responsibilities
4. the first five (5) student days or last five (5) student days of the school year
5. the day before or after a vacation period or holiday
6. parent teacher conference day unless circumstances occur which would require it to be necessary and if approved by the Superintendent/designee

I hereby certify that my intended use of this personal leave falls within the regulations of the Personal Leave section of the current Negotiated Agreement. I understand that any violation of these regulations may result in the loss of wages for the day(s).

_____ _____
Employee Signature Date Principal/Supervisor Signature Date

Under Article 24, Item F, personal leave shall not be granted during the first five (5) student days or last five (5) days of the school year, or the day before or after a vacation period or holiday, or on a parent teacher conference day unless circumstances occur that would require it to be necessary and if approved by the Superintendent/designee. However, I am requesting use of personal leave for the following reason:
_____
_____
_____

_____ _____
Employee Signature Date Principal/Supervisor Signature Date

Date received in Central Office _____

Personal Days Granted	_____
Days used or applied for prior to this request	- _____
Days requested with this form	- _____
Balance of Personal Leave	_____

Approval of Superintendent or Designee:

Signature _____ Date _____ Approved _____

Denied _____ Reason _____

_____

6/25/2024

Appendix I: Certificated Leave Without Pay Form

CERTIFICATED LEAVE WITHOUT PAY FORM
Urbana City Schools

Employee Name_____ Date _____

Current Assignment/Building _____ Subject/Grade _____

The undersigned is hereby making request for the use of _____ day(s) of LEAVE WITHOUT PAY on the following date(s): _____
for the following reason: _____
_____
_____
_____
_____

_____ _____
Employee Signature Date Principal/Supervisor Signature Date

Board Approval Date _____

Superintendent Signature _____