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NEGOTIATED AGREEMENT

STATE EMPLOYMENT
RELATIONS BOARD
2007 OCT 29 A 10:42

Between the

NORTHWEST TEACHERS'

ASSOCIATION

and the

NORTHWEST LOCAL

BOARD OF EDUCATION

June 30, 2007

through

June 29, 2011

STATE EMPLOYMENT
RELATIONS BOARD
2007 OCT 29 A 10:42

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PREAMBLE AND DEFINITIONS

A. This Agreement is entered into by and between the Board of Education of the Northwest Local School District (hereinafter referred to as "the Board") and the Northwest Teachers' Association (hereinafter referred to as "the Association").

B. The following definitions apply to this Agreement unless expressly provided otherwise herein:

1. "Association" means the Northwest Teachers' Association, affiliated with the East Central Ohio Education Association ("ECOEA"), the Ohio Education Association ("OEA"), and the National Education Association ("NEA"), and persons acting on behalf of the Association or any affiliated organization.

2. "Board" means the Northwest Local School District Board of Education and its Administrators and others authorized to act on its behalf.

3. "Days" means calendar days.

4. "Employee" means an employee of the Board in the bargaining unit described in this Agreement.

5. "Good faith" is defined as the obligations of the parties to deal openly and fairly with each other in a sincere effort to reach tentative agreement upon the matters being negotiated. Such obligation does not compel either party to agree or make a concession, but both parties are obligated to make a sincere effort to search for counterproposals to negotiable items.

ARTICLE 1 - RECOGNITION

A. The Association is recognized as the sole and exclusive bargaining representative for a bargaining unit consisting of classroom teaching personnel, guidance counselors, nurses, tutors, librarians, and psychologists who are under contract with the Board, on a full or part-time basis, and are certified/licensed in accordance with the requirements of the Ohio Revised Code.

B. Excluded from representation shall be the Superintendent, Assistant Superintendent(s), Principals, Assistant Principals, Administrative Assistants, non-certificated employees, and all other confidential, supervisory and management-level employees as defined in O.R.C. 4117.01.

ARTICLE 2 - NEGOTIATION PROCEDURE

A. Negotiations shall begin no later than March 1st. Upon written request of either party for a meeting to open negotiations, a mutually acceptable date shall be set for the first negotiation meeting.

B. The written request for negotiations shall include:

1. Date of writing.

2. Name, address and phone number of the person to contact representing the requesting party.

3. The party receiving the initial request within ten (10) days of the request shall initiate confirmation of an agreeable meeting date.

C. Negotiation Agenda

1. At the first scheduled negotiation meeting, the representatives of the Association and the Board shall submit, in writing, all of their proposals for negotiation. Thereafter, the parties shall not submit additional items for negotiation except with the consent of the other party. Each proposal submitted by either party shall specify in detail that to which agreement is sought in terms acceptable to the proponent so that, without clarification and supplementation, the proposal, if agreed to by the other party, would express the whole agreement between the parties with respect thereto. Topical listings of items proposed for

negotiation shall constitute a clear failure of compliance with this requirement and may be disregarded.

2. Representatives of the Board and the Association will negotiate in good faith on the issues of salaries, fringe benefits and terms and conditions of employment.

D. Meeting Periods

1. All negotiation meetings shall be conducted in executive session on other than school time unless otherwise agreed to by the parties.

2. At the conclusion of each negotiation session, a time and place for the next session shall be mutually set.

3. The negotiating teams shall meet at least once a week during the established negotiation period unless it is mutually agreed to postpone meeting for a specific purpose.

E. Procedures

The parties, through mutual agreement, may use an alternative method for bargaining.

1. Team Members - Each negotiating team shall have three members.

2. Observers - The Board and the Association may each have one (1) observer present in the negotiating room. The observer(s) shall have the right to speak when it is mutually agreed to by both parties.

3. Information - The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals and counterproposals. Access to available information in such form as it may exist constitutes compliance with this provision.

4. Authority - Members of both negotiating teams shall be empowered with the authority to negotiate, that is to make proposals, consider proposals, and make concessions designed to reach tentative agreement during negotiations.

5. Negotiation Period - The negotiation period shall be for forty-five (45) days, commencing with the first scheduled session. This period may be extended by mutual consent of the negotiating teams.

6. Caucuses - During a negotiation session, either team may call caucuses not to exceed thirty (30) minutes each. Extension of that time may be granted upon request.

7. Recesses - Either team may declare a recess when it appears meaningful progress cannot be obtained. A recess shall be for no more than forty-eight (48) hours.

8. News Releases - While negotiations are in progress and until an arbitrator has been requested, no news releases shall be made without the prior agreement of both teams. News releases made after an arbitrator has been requested must be in writing and a copy must be provided to the other bargaining team prior to release.

9. Progress Reports - The respective negotiating teams may give progress reports only to their respective members.

10. Minutes of Session - Tape recorders shall be permitted at each negotiation session upon approval of each team. A recording secretary may be appointed when the need is apparent to both parties. When this happens, minutes shall be given to the chief negotiator of both teams twenty-four (24) hours prior to the next regular session. The negotiating teams shall review any progress made at each meeting for the purpose of clarifying or agreement of progress.

11. Tabling - During a negotiation session, items on the agenda may be tabled or temporarily set aside, if both teams agree. These tabled items shall receive first consideration at the next scheduled negotiation session.

F. Agreement

1. As tentative agreement is reached on each item during negotiations, it shall be reduced to writing, initialed by the official spokesperson of each team, and set aside.

2. Tentatively agreed items may be recalled as part of the unfinished agenda when it is agreed to by both parties.

3. When tentative agreement is reached on all items to be negotiated, the proposed agreement shall be reduced to its final language and submitted first to the Association for ratification by a vote of its membership and then to the Board for final approval at the next regularly scheduled Board meeting.

4. When approved by both parties, the agreement shall be binding on both parties.

G. Dispute Resolution Procedure

1. If agreement has not been reached by the end of the forty-five (45) day negotiation period, either party may request the Federal Mediation and Conciliation Service ("FMCS") to appoint a mediator to assist the parties in negotiations. The appointment of the mediator shall be in accordance with the rules of the FMCS. The mediator shall have the right to hold meetings with the parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.

2. If agreement has not been reached sixty (60) days prior to the expiration of the Agreement, either party may request the American Arbitration Association ("AAA") to provide a list of arbitrators in accordance with AAA rules. Within five (5) days of receipt of such a list, the parties shall choose an arbitrator using the alternate strike method, with a coin flip determining which party is to strike first. The parties shall then mutually request AAA to appoint the arbitrator selected, with the last arbitrator being struck serving as the alternate selection.

3. The arbitrator shall have the authority to hold hearings and to confer with any persons deemed advisable in seeking to make recommendations for resolving the disagreement(s). Within fifteen (15) days after receiving the matter(s) under dispute, or by a mutually agreed date, the arbitrator shall first report his/her recommendations for settlement to the negotiating teams. If the parties do not reach agreement within five (5) days of receipt of such report, or by a mutually agreed date, the arbitrator's report will then be submitted to the Board, the Association, and made public. The Association shall vote on whether or not to accept the report within seven (7) days of its submission. If the Association votes to accept the report, the Board shall act upon the report no later than the Board's next regular meeting date. In order to reject the arbitrator's recommendations, either party must vote to reject the recommendation by at least a three-fifths vote of the entire membership. If both parties accept the report, it shall become the contract. If either party rejects the report, it shall not be binding on either party.

4. The Board and the Association shall share the costs of securing and utilizing the services of an arbitrator equally.

ARTICLE 3 - ASSOCIATION RESPONSIBILITIES

A. The Association agrees to support:

1. The proper and ethical operation of the Grievance Procedure.

2. Participation in in-service educational programs.

3. Membership compliance with all terms of this Agreement.

4. Adherence to the philosophy defined in the Negotiations Procedure.

B. The Association agrees to assist in the promotion of teaching as a true profession and to uphold the professional standards of its members.

C. The Association agrees to lend full organizational, and to seek membership support, to the Board and community in promoting financial campaigns and, upon its approval, other programs deemed beneficial to the Northwest Local School District.

ARTICLE 4 - ASSOCIATION RIGHTS

A. Exclusive recognition as provided for herein shall entitle the Northwest Teachers' Association to these exclusive rights:

1. When new educational facilities are being planned, the Association will be invited to be represented to share in the planning.

2. Organizational use of employees' mailboxes and intra-school mail.

3. Organizational use of school buildings for meetings at such times when a custodian is normally on duty, dates to be approved through the building Principal.

4. When the Board is planning split sessions, the Association will be invited to share in the planning.

5. No more than three (3) official delegates and three (3) alternates shall be released to attend the OEA Representative Assembly. The Board will pay the salary for substitutes serving in place of the official delegates. For any alternate, the Association will pay the substitute's salary.

6. Four (4) paid days per year shall be authorized to the Association for attendance by Association Representatives at Association conferences and/or for local Association duties which cannot be conducted outside of the school day, such as, grievance hearings.

7. Organizational use of school bulletin boards where available.

8. Organizational announcements in faculty meetings and/or use of the public address system and faculty bulletins to teachers, as provided in school procedures, should such be requested.

9. The Board shall provide a seniority list to the Association by November 15th of each year. This list shall include names, areas of certification, years of continuous service with the Board, and type of contract held. The Association and/or its members shall have the right until December 15th of each year to submit any challenges or corrections to the list. Challenges made after December 15th shall not be recognized.

10. Fair Share Fee

    a. All employees shall, within sixty (60) days following their employment or execution of this Agreement, either become a member of the Association or pay to the Association a fair share fee equal to the established dues of the Association.

        1) Within the specified time limit, employees may either pay the fair share fee directly to the Association or by payroll deduction.

        2) It shall be the responsibility of the Association to establish and publish an internal rebate procedure for monies spent on matters not related to the negotiation or administration of this Agreement to employees who elect not to become members of the Association. The Association will provide the Superintendent and such employees with a copy of the rebate procedure.

        3) Religiously based objection to the payment of a fair share fee shall be governed by Ohio Revised Code Section 4117.09(C).

    b. The Board agrees to an automatic payroll deduction of the fair share fee. Unless paid in one lump sum prior to the first payroll deduction, an amount equal to the normal dues of the Association shall be deducted from the pay of all employees who elect not to become members of the Association or who elect not to remain members.

    c. Upon notification from the Association that a member has terminated membership, the Treasurer of the Board shall commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annum membership dues less the amount previously paid through payroll deduction.

    d. Payroll deduction of such fair share fees shall be as specified in the Payroll Procedure Article of this Agreement.

        1) The Association will indemnify and save harmless the Board, individual Board members, the Treasurer and all Administrators against any judgments, costs, expenses or other liability they, collectively or individually, might incur as a result of the implementation and enforcement of this Article.

        2) The Board must give the Association written notice of any claim made, or action filed, against the Board or person indemnified by a nonmember for whom indemnification may be claimed within ten (10) days of the service of such claim or action.

        3) The Association and the Board agree to cooperate in the selection of counsel to represent and defend the Board.

4) The Board further agrees (1) to give full and complete cooperation to the Association and its counsel at all levels of the proceedings, (2) to permit the Association to intervene as a party if it is mutually beneficial, and/or (3) not to oppose the Association's or its affiliated organizations' application to file briefs (as amicus curiae) in the action.

ARTICLE 5 - ASSURANCES

The Board and the Association, for themselves and their respective members, employees or representatives, agree there shall be no reprisals, in any manner, taken against any person because of that person's participation in negotiations, participation in the grievance procedure or any other use of this Agreement.

ARTICLE 6 - BOARD RIGHTS AND RESPONSIBILITIES

A. The Board shall have the right to adopt policy as provided by law and to exercise all prerogatives and functions of the Board except where these prerogatives or functions are specifically limited or restricted by this Agreement, and then only to the extent that these limitations are consistent with law.

B. The Board or its designee(s) shall provide a copy of the Board's policy manual to the Association President, and a copy to a designated Association Representative in each building. Further, the Board shall provide to each employee a copy of his/her respective building handbook. Any proposed changes to Board policy(ies) or to the building handbook(s) shall be provided to the President of the Association at least ten (10) weekdays before implementation or adoption.

ARTICLE 7 - DRUG FREE WORKPLACE

A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

B. The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

C. The conviction, guilty or no contest plea of an employee for the possession and/or use of any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds to require the employee to immediately enter a treatment/rehabilitation program as a condition for continued employment. A second conviction, guilty or no contest plea shall be sufficient grounds for termination of employment.

ARTICLE 8 - EQUAL OPPORTUNITY POLICY

The Board and the Association shall continue their positions as an equal opportunity employer and equal opportunity organization, respectively. The Board and the Association shall not discriminate against any applicant or employee in terms of wages, hours, assignment, reassignment, layoff or suspension, or other terms and conditions of employment, on the basis of race, religion, color, national origin or sex.

ARTICLE 9 - GRIEVANCE PROCEDURE

A. A grievance is a claim by the Association, an employee, or group of employees, alleging a violation, misinterpretation, or misapplication of a specific provision of this Agreement. A grievant is the person(s) or organization filing a particular grievance.

B. Basic Principles

1. Since both the Association and the Board agree it is important that grievances be processed as rapidly as possible, the timetable specified at each level of the grievance procedure should be considered as maximum. The time limits specified may, however, be extended by mutual agreement. For purposes of this Article, all time limits, whether extended or not, shall consist of weekdays, not including holidays. Failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an Administrator's failure to issue a decision within the time limits shall permit the grievant to proceed to the next step.

2. Any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption of the instructional program and supplemental duty assignments of the Northwest Local School District. Hearings and conferences, as called for and established under this procedure, shall be conducted at a time and place which are mutually agreed upon, shall afford a fair and

reasonable opportunity for all persons, including witnesses, to attend, and shall be held, insofar as possible, after regular school hours.

3. The Association, the Board and the Administration will cooperate in the investigation of any grievance and each will furnish such information as is available for the processing of any grievance.

4. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file, and will not be kept in the personnel file of any of the participants. Such a file will be retained as a record of resolutions for future reference.

5. The Association and/or the grievant will have the right to be represented at all levels of the grievance procedure. The Association will be notified by the Superintendent of all grievance hearings. No disposition of a grievance shall conflict with any of the provisions of this Agreement.

6. If a grievance arises from action or inaction on the part of a member of the administration at a level above the Principal or Immediate Supervisor, step two will be omitted.

7. Nothing contained in the grievance procedure shall be construed to prevent any individual employee from discussing a problem with the administration and having it resolved without intervention or representation by the Association, providing the resolution does not conflict with or alter any term or condition of this Agreement.

8. A grievance may be withdrawn at any level without prejudice.

C. Procedure

1. Step One: Informal Discussion

Before a written grievance can be filed, the grievant must first discuss the complaint informally with the building Principal or Supervisor within thirty (30) working days of the date the employee knew or reasonably should have known of the event giving rise to the grievance. The Administrator must respond to the informal grievance within ten (10) working days of the informal discussion. The written grievance, if any, must be filed

with the appropriate Administrator using Grievance Form #1 within twenty (20) working days after the informal response.

2. Step Two: Building Principal or Supervisor

The building Principal or Supervisor will conduct a hearing within five (5) days after receipt of the grievance. The grievant may be accompanied and represented at the hearing by an Association Representative, and the Principal by another Principal or Administrator. The building Principal or Supervisor will answer the grievance in writing using Grievance Form #2, and will provide a copy to the grievant and the Superintendent, within ten (10) days of the hearing.

3. Step Three: Superintendent

If the answer given by the building Principal or Supervisor does not resolve the grievance, the grievant may appeal to the Superintendent in writing, within five (5) days from receipt of the step two answer, using Grievance Form #3. The Superintendent or his/her designee shall conduct a hearing within ten (10) days of receipt of the appeal. The grievant may be accompanied and represented at the hearing by an Association Representative and the Superintendent or his/her designee by a building Principal or another Administrator. The Superintendent or his/her designee shall answer the grievance in writing using Grievance Form #4 and will provide a copy to the grievant within fifteen (15) days of the hearing.

4. Arbitration

a. If the grievant is not satisfied with the disposition of the grievance at step three, and the Association is in concurrence, the Association may, within twenty (20) days of receipt of the step three disposition, notify the Superintendent of its desire to submit the grievance to arbitration.

b. The parties agree to permanent arbitrator, Rob Stein. The parties shall not be under the auspices of the American Arbitration Association, but shall abide by their rules. In the event Rob Stein is unable or unwilling to serve, the parties shall agree on a replacement. If unable to agree, the services of the American Arbitration Association shall be utilized. Both parties shall make a review of the arbitrator in

June of each year of the negotiated agreement. If either party is dissatisfied, a new arbitrator may be mutually agreed upon, or if unable to agree, the services of American Arbitration Association shall be utilized.

c. The arbitrator will have the authority to hold hearings and to confer with any parties deemed advisable in seeking to render a decision to the Board and the grievant.

d. Neither party will be permitted to assert in an arbitration proceeding any ground nor to rely on any evidence not previously and fully disclosed to the other party.

e. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement; and shall only have the authority to interpret the provisions of this Agreement as the same relate to the specific grievance appealed to arbitration. The decision of the arbitrator shall be final and binding.

f. The cost for the services of the arbitrator shall be equally divided between the Association and the Board.

g. The arbitrator will render the written decision and award no later than thirty (30) days following the closing of the record of the case.

ARTICLE 10 - INCENTIVE REIMBURSEMENT FOR COLLEGE CREDIT

A. Employees hired on or after June 30, 2003, upon completion of their master's degree or 30 graduate semester hours / 45 quarterly graduate hours, will receive $2,000 after completing five consecutive years of service within the school district. Employees will be reimbursed for completion of their master's degree or 30 graduate semester hours / 45 quarterly graduate hours after all necessary paperwork and forms are completed. All proposed graduate work must meet one of the following conditions:

1. It must be a part of an approved, accredited program as verified by a university or college advisor, and must relate to the employee's assigned, or anticipated, teaching and/or related area of responsibility for the Board.

2. It must be necessary for continued teaching certification or job-related certification.

B. The request for approval form may be obtained in the Principal's Office or from the Superintendent's Office. The request for approval shall be first submitted to the building Principal who will forward it to the Superintendent. It shall be submitted at least two (2) weeks prior to the first class meeting.

C. Employees must submit evidence of satisfactory completion of the approved course and credit hours taken in order to receive any reimbursement.

D. Employees hired on or after June 30, 2003 by the school district will receive the $2,000.00 less the total amount of reimbursement already received. Employees will be reimbursed for completion of their master's degree or 30 graduate semester hours / 45 quarterly graduate hours after all necessary paperwork and forms are completed.

E. A maximum of one (1) course beyond the master's degree during each calendar year may be approved by the Superintendent. Upon prior approval of the Superintendent, the Board will reimburse employees a maximum of $50 per quarter hour or a maximum of $65 per semester hour toward graduate credit.

F. Employees will be reimbursed for previously approved, summer sessions only, if the Board employs them the following year. This does not include employees on approved leaves of absence.

ARTICLE 11 - INSTRUCTIONAL DAY AND INSTRUCTIONAL LOAD

A. Instructional Day

1. The instructional day for all teachers shall be seven and one-half (7 1/2) hours in length.

2. High school and middle school teachers shall have at least one (1) conference period per day. Elementary school teachers shall have one (1) conference period of not less than 40 minutes within the student day, each day. Tutors and all other specialists will receive one (1) conference period of no less than 40 minutes or two (2) conference periods of no less than 20 minutes each day. The conference period shall be for the purpose of classroom preparation, conferences, and/or activities of a similar nature. During the conference period, teachers may not be assigned to any other duties. These conference periods shall be in addition to a 30 minute, uninterrupted, duty-free lunch period. Time before or after the instructional day shall not be counted toward the conference period.

   A part-time employee is defined as anyone that is employed less than 7 1/2 hours per day. Conference time will be determined on a prorata basis (percent of conference time figured by dividing hours employed by full-time (7 1/2) times 100). Conference time may be accumulated during a week but must be used by the end of the last teacher day in a workweek.

3. Attendance at PTO events is encouraged but is not mandatory, except for "back-to-school" nights.

B. Instructional Load

1. The Board and the Association agree with the philosophy that the smaller the class size the more individualized teaching becomes. Therefore, the Board shall strive toward a ratio of one (1) teacher to twenty-five (25) students throughout the school system.

2. The Board shall make every effort to ensure an equitable distribution of work among employees.

3. The Board shall make every effort to ensure an equitable distribution of special needs students among classrooms.

4. Employees must be consulted at least twenty-four (24) hours prior to parent conferences. The employee may agree to waive this notice in individual cases.

C. Substitution

After all options are exhausted, employees may be requested to substitute during their conference period or be asked to supervise another class, plus their own, for $15 per period. These options will only be implemented when sick leave or personal leave has been requested. The employee has the right to refuse.

D. Staff Development

Employees may be required to attend up to fifteen (15) hours, not to exceed two (2) days, of staff development in addition to the current 184 contract days, under the following conditions:

1. The agenda for staff development days will be developed cooperatively through the Labor Management Council.

2. The training will be scheduled for the two weekdays immediately prior to teacher orientation day.

3. The rate of pay shall be the base hourly tutor rate per hour with a minimum of $60 per session.

4. Participants will be notified by the last teacher day of the preceding school year.

5. Employees under extended contracts who are asked to participate in staff development days will adjust their extended time schedules so as not to conflict with these staff development days.

6. Employees who are asked to participate in staff development days, but cannot attend will be required to use a personal leave day(s) by following the procedures set forth in Article 14 – Leaves.

ARTICLE 12 - INSURANCE

A. The Board shall provide basic hospital/surgical and major medical insurance coverage for each full-time employee now or hereafter employed and his/her family, which meets or is substantially equivalent to the schedule of benefits identified in Appendix C to this Agreement. The Board shall pay 95% of the premium costs per individual and 95% for family coverage for the 2007-2008 school

year and adjust contingent on the guidelines contained in the Memorandum of Understanding for the 2008-2009, 2009-2010, 2010-2011 school years.

The Board shall provide dental insurance for each full-time employee now or hereafter employed and his/her family, which meets or is substantially equivalent to the schedule of benefits identified in this article. The Board shall pay 95% of the premium costs per individual and 95% for family coverage for the 2007-2008 school year and adjust contingent on the guidelines contained in the Memorandum of Understanding for the 2008-2009, 2009-2010, 2010-2011 school years.

B. 1. Employees working less than 7 1/2 hours per day shall be entitled to participate in this health insurance program. Payment shall be as follows:

Hours Worked	Board Paid	Employee Paid
6 to less than 7 1/2 hrs.		
Family	85%	15%
Single	85%	15%
4 to less than 6 hrs.		
Family	50%	50%
Single	50%	50%
2 to less than 4 hrs.		
Family	20%	80%
Single	20%	80%

2. Employees working less than 7-1/2 hours per day shall be entitled to participate in the dental insurance program. For these employees, the Board shall pay 100% of the monthly premium for such insurance subject to the following maximum amounts with the employee paying all premiums above these amounts.

Hours Worked		
6 to less than 7 1/2 hrs.	Family	$48.29
	Single	$20.88
4 to less than 6 hrs.	Family	$30.49
	Single	$13.19
2 to less than 4 hrs.	Family	$15.25
	Single	$ 6.60

C. Stark County Schools Council

1. The 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 subsequent to July 31, 1984. Provided, however, that health care benefits and services provided under this Collective Bargaining Agreement shall not be less than those to which bargaining unit members were entitled on July 31, 1984 with the modifications contained in this Article.

2. Any health care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, the Stark County Schools Council of Governments or any participating member thereof, participating in the Health Care Benefits program of the Stark County Schools Council of Governments, shall not be reduced, modified, or eliminated during the term of the Collective Bargaining Agreement without the written approval of the Association.

3. If the Board of Education participates in the partially self-funded Health Care Benefits Program of the Stark County Schools Council, amounts required under this Collective Bargaining Agreement to be contributed by employees for the cost of health insurance shall be determined by the Board of Education as a percentage of the Board's total annual program cost under the Agreement regarding the Health Benefits Program of the Stark County Schools Council (Program Agreement). Amounts so contributed by employees shall be deposited by the Board of Education, together with its contribution for such program costs, in the Operating Fund under the Program Agreement. Any amount on deposit in or attributable to the Operating Fund at the end of the fiscal year shall be credited to contributing employees in accordance with the same percentage that is imposed upon them by this Collective Bargaining Agreement. Such credit shall be made no later than April 1st of the succeeding fiscal year. Any contributing employee whose employment ceases during the

fiscal year must apply in writing within thirty (30) days from cessation of employment for a refund equal to the amount of his/her individual credit. Said amount shall be payable by the Board no later than sixty (60) days from written application by the contributing employee.

4. The Stark County Schools Council has made the following changes in the "Agreement Regarding Health Benefits Program":

   a. Page 3, "Reserve Amount" means the amount which each participating member must appropriate so as to have available monies no less than twenty percent (20%) nor more than thirty percent (30%) of claims paid for the preceding twelve (12) month period that would not be covered by Aggregate Stop-Loss Insurance Coverage. However, the "Reserve Amount" may deviate from the above listed percentages upon written mutual agreement of the Stark County Superintendent and a Consultant representative of the Five County UniServ Office.

   b. Page 10, Section 8, sixth line - add, "aggregate" to Stop Loss Insurance Coverage.

5. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization pursuant to Chapter 1742 of the Ohio Revised Code.

D. Life Insurance

Employees may purchase additional term life insurance through payroll deduction, at the group rate, in $5,000 increments up to a maximum of $20,000 coverage in addition to the $50,000 Board paid coverage. Between September 1st and September 15th, the Treasurer must be notified of the intent to purchase additional life insurance. Payroll deduction shall begin the first pay in October. Modifications of this provision may be necessary to comply with requirements of the insurance carrier.

E. Preferred Provider Program - Doctors/Hospitals

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

2. Participation in any such programs will be voluntary and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.

3. 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 OEA office.

4. The duration of this provision shall be from March 1, 1994 and continuing thereafter unless terminated or modified by the representatives outlined in paragraph 3 herein.

F. Preferred Provider Program - 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 that 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 Stark County office and a consultant representative of the Canton UniServ Office.

5. The duration of this provision shall be from July 1, 1995 and thereafter as agreed to by the representatives of the Stark County Council of Governments and a consultant representative of the Canton UniServ Office

Mail Order Prescription

Upon agreement of the OEA Consultant representative of the Five County UniServ Office and the COG representative, an optional mail order prescription program will be implemented.

G. Medical Information

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. The Chairperson and the designated OEA Consultant will agree upon any designee.

H. Early Retirement Incentive

Health insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS/SERS/PERS providing the participant pays 100% of the Board cost one (1) month in advance.

I. Dental Insurance

The Board shall purchase through a carrier licensed in the State of Ohio, employee and family dental insurance for each employee equal to or exceeding specifications in Appendix C.

J. Change of Insurance

In the event a change in marital status through death, divorce, marriage, or if a spouse loses his/her present insurance coverage the employee may re-enroll in the insurance program. However, if none of the above are applicable, the employee may not re-enroll for a period of twenty-four (24) months from the withdrawal from the insurance program.

K. Insurance Benefit Schedule

The deductible, co-insurance and yearly maximum shall apply to hospitalization/surgical and major medical expenses combined.

1. Hospital/Surgical Insurance

Hospital Benefit:

a.	Payable for -	365 Days
b.	Room and Board -	Semi-Private
c.	Extra Hospital Charges - Usual & Customary Rates	("UCR")
d.	Emergency Out-patient (initial treatment within 72 hours)	UCR
e.	Out-patient Surgery	UCR
f.	Intensive Care	UCR
g.	19-26 Student Endorsement	UCR

Dependents:

Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

In-Patient Psychiatric/Substance Abuse:

Treatment shall be subject to a calendar year maximum benefit of thirty-one (31) days per person.

Surgical Benefit:

a.	Surgical Procedures, Fractures and Burns	UCR
b.	Anesthesia	UCR
c.	In-hospital Doctor Calls (One (1) visit per day)	UCR
d.	Surgical Assist.	20% of UCR

Out-Patient Laboratory and X-ray Benefit:

a. Sickness (Unlimited) — Electrocardiograms, electro-encephalograms, basal metabolism, X-ray, blood tests, non-routine pap smear, urinalysis, etc.

b. Accident Emergency (initial treatment within 72 hours) — UCR

c. Cast and Suture Endorsement — UCR

d. Medical Emergency — UCR

e. Ambulance Service — UCR

Maternity Benefit:

Out-patient Lab, Prenatal & Postnatal Lab services in connection with normal maternity leave. — UCR

Out-patient Psychiatric and Substance Abuse Benefit:

For a calendar year maximum benefit of 80% UCR up to fifteen (15) visits [thirty (30) visits if In Network PPO] per person, per year, when provided by a physician or licensed psychologist.

Radiation Therapy Benefit:

Out-patient Treatment — UCR

Major Medical Group Insurance:

1. The Board shall provide major medical insurance protection for each employee now or hereafter employed and his/her family in accordance with following schedule of benefits:

   a. Maximum Benefit* — Unlimited Per Lifetime

   b. Deductible* — $100 Individual/ $200 Family

   c. Accumulation Period* — Calendar Year

   d. Co-Insurance Provision*

      The individual pays 20% of the costs after the deductible has been met, to a maximum individual payment of $500 individual or $1,000 family per year. After $500/$1,000 has been met, insurance will pay 100% of the eligible charges.

      *Applies to Hospital/Surgical/Major Medical combined.

2. The major medical group insurance shall provide for the payment of eligible expenses whether incurred in or out of a hospital such as:

   a. Doctor's home and/or office calls excluding routine physical examinations.

   b. Consultations with specialists.

   c. Private duty nursing, excluding custodial care, if provided by a registered nurse at home or for an acute hospital in-patient, or private-duty nursing by a licensed practical nurse for an acute hospital in-patient or at home.

   d. Blood and blood plasma.

   e. Diagnostic X-rays and laboratory examinations.

   f. Prescription drug charges not covered by other drug benefits and the deductible amount.

   g. Outpatient treatment of chronic alcoholism, drug addiction, or nervous and mental disorders when provided in/by a licensed facility approved by the State of Ohio.

   h. Appliances, braces, crutches, and other similar equipment.

   i. Ambulance service including air ambulance charges.

2. Preventative:

A routine mammogram, pap test, prostate cancer test shall be a covered expense once per year (unless found to be necessary more often by a physician).

3. Pre-Admission Certification

Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars ($200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

4. If agreement is reached by the County C.O.G. and the UniServ Office on common specifications for the C.O.G. member districts, such specifications may become amendments to this contract upon agreement.

5. Tax sheltering of the individual's contribution for health costs may be implemented, under IRS Section 125, if feasible, upon agreement of the Superintendent and Association President.

6. Each employee, who so elects, and his/her family will be provided with a UCR dental insurance plan with the following schedule of benefits:

Class	Coverage	Payment
I	Preventative Dental Treatment	100% of UCR
II	Basic Dental Treatment	80% of UCR
III	Major Dental Treatment (Prosthodontics)	80% of UCR
IV	Orthodontia	60% of UCR

a. Class I, II, and III have combined $2,500 calendar year maximum per employee.

b. There is a $25 calendar year deductible per person ($75.00 family maximum deductible per calendar year) for Classes II, III, and IV combined. No deductible applies for Class I.

c. Class IV has a $1,200 lifetime maximum per person.

ARTICLE 13 - LABOR MANAGEMENT COMMITTEE

A Labor Management Committee will discuss areas of concern that are not addressed by the Collective Bargaining Agreement. The committee shall meet once a month, upon the request of either party, at a date and time to be mutually agreed upon. The committee may meet more or less often if the committee members agree. The committee members shall set whatever groundrules for the meetings that they believe are necessary.

ARTICLE 14 - LEAVES

A. In the event of any unscheduled closing of schools, employees will not be charged with any leave days.

B. Sick Leave

1. One and one-fourth days of sick leave shall be granted to full-time employees for each completed month of employment up to fifteen (15) days per year. A full-time employee may be granted up to five (5) days of sick leave effective at the beginning of the school year. The five (5) days will terminate as this employee accumulates one and one-fourth (1 1/4) days per month of employment. Sick leave shall accumulate to a maximum of 310 days for the first year of this Agreement and shall accumulate an additional one (1) day for each additional year of this Agreement's term.

2. Previously accumulated sick leave of an employee who has been separated from another Ohio public agency shall be accepted at full value, up to the maximum number of days specified in paragraph 1 above, provided none of such accumulated sick leave has been converted to payment upon retirement.

3. Sick leave may be used for:

   a. Personal illness, injury, exposure to contagious disease which could be communicated to others and/or pregnancy of the employee.

   b. Illness in the employee's immediate family. "Immediate family" means, for the purposes of this section, members of the employee's immediate household, parents (or one who served in lieu of a parent), son or daughter, and parents-in-law.

   c. Death in the employee's immediate family. "Immediate family" means, for the purpose of this section, parents (or one who served in lieu of a parent), parents-in-law (or one who served in lieu of a parent-in-law), spouse, son or daughter, son-in-law or daughter-in-law, brother or sister, brother-in-law or sister-in-law, grandparents or grandchild.

   d. Death or serious illness of a friend or relative not included in the above, may be considered by the Superintendent and leave chargeable to sick leave authorized for not more than three (3) days.

4. Sick leave notification forms must be completed for any day or part of a day used. The form must include a signed statement justifying usage of sick leave for one of the reasons stated above.

5. Procedures for employee's use of sick leave:

   a. Employees needing a substitute are to notify the principal or someone designated by the principal. As much advance notice as possible should be given.

   b. Employees who are absent should, when possible, notify the principal one (1) hour before the end of the school day if the employee does not anticipate being present the following day.

   c. If a substitute teacher reports for duty and discovers that the regular employee has also reported, the substitute teacher shall report to the building Principal. If the situation has resulted from the negligence of the regular employee, the regular employee shall be sent home.

6. Employees with perfect attendance, not missing a day for sick leave, during the school year will earn a coupon worth $250. This coupon may be used, redeemed, for the purchase of educational materials, supplies, equipment, services and/or applied toward professional leave. This coupon is only transferable when the employee is no longer employed by the school district. This coupon cannot be used for personal purchases. Coupons will be distributed within thirty (30) days of the end of the school year.

   Coupons may be accumulated, e.g.: an individual who has three years of perfect attendance would accumulate $750.

C. Personal Leave

1. Each full-time employee shall be permitted up to three (3) days annually for personal leave. One day shall be unrestricted and not require an explanation for the absence. Two days shall be restricted and require an explanation for the absence and approval from the administration. The individual can choose to make either or both of those days unrestricted by paying the substitute rate for each day.

2. Personal leave shall be defined to mean absence from work to take care of business that cannot be conducted except during school hours. When the reason for the request for personal leave is too sensitive or personal for further explanation, an employee may circle number one (1) on the personal leave form and no further explanation for the request will be required, with the understanding that the reason for the request is legitimate personal business that cannot be conducted except during school hours.

3. The Association will continue to discourage employees from using personal leave for reasons other than legitimate personal business that cannot be conducted except during school hours. Suggestions for proper and improper use of personal leave may be printed on the personal leave form.

4. The day before and/or after a regularly scheduled school vacation, employees cannot circle number one (1) on the personal leave form. Regularly scheduled school vacations include summer, Labor Day, Thanksgiving, winter recess (Christmas), Martin Luther King Day, President's Day, spring break and Memorial Day.

5. The employee has the responsibility to notify the building Principal at least forty-eight (48) hours before personal leave is taken using the personal leave form. In case of an emergency, the advance notification may be waived by the Superintendent.

6. If an employee does not use any personal leave during a school year (July 1 - June 30), the employee shall receive a lump sum payment of seventy-five dollars ($75.00).

D. Jury Duty and/or Required Court Appearance

The employee shall notify the building Principal as soon as possible of the fact that he/she has been summoned to court for jury duty, by subpoena, or other form of court process requiring attendance, and the date or dates such duty may include. After absence for such duty, either reporting or serving, the employee shall forward the payment received for such services to the Treasurer and, at the next regular pay period, shall receive full payment of his/her regular salary from the Board for the day or days of excused absence for this purpose.

E. Assault Leave

If an employee receives physical injury as a result of being personally assaulted while performing assignments or duties which are required as part of their employment by the Board, the Board shall grant a leave of absence for a period of recovery. The leave shall be granted with full pay and benefits accruing and usable, and shall not be charged to sick leave or any other leave. The period of recovery shall be as reasonably determined by the employee's physician. The Board reserves the right to seek another medical opinion at the Board's expense. Assault leave benefits shall not extend beyond the time the employee becomes eligible for workers' compensation benefits or disability retirement.

F. Unpaid Professional Leave

1. Upon the written request of an employee, the Board may grant, if so recommended/approved by the Superintendent, a leave of absence for a period of not more than one (1) school year for study in the educational profession. The request shall include a description of the desired course of study, the duration, and the educational institution/organization offering the course of study. Upon the employee's return to service at the expiration of the leave of absence, he/she shall resume contract status and a

certificated position similar to that which was held prior to such leave unless the job has been or needs to be combined or eliminated. The leave shall neither begin nor end during a school year.

2. In order to be eligible for a leave as described in paragraph 1 above, the employee must have been employed by the Board for at least five (5) years. A second or subsequent leave as described in paragraph 1 shall not be available to the employee until he/she has been employed an additional five (5) years since the conclusion of his/her last leave. The Board shall limit the number of employees on leave to no more than five percent (5%) of the total number of employees under contract.

3. The written requests for leave must be made to the Superintendent prior to June 1st preceding the school year for which the request is being made. The request for reassignment, at the expiration of the leave, must be made on or before April 1st prior to the school year in which he/she desires to return to employment in the district. Should an employee reconsider and wish not to take a granted leave, his/her early return for reassignment will be at the discretion of the Board.

G. Unpaid Medical Leave

1. Upon the written request of an employee, the Board shall grant a medical leave of absence for not more than one (1) school year for illness or other disability which is not eligible for retirement disability. Upon subsequent request, such leave may be renewed at the discretion of the Board.

2. Upon the employee's return to service at the expiration of the leave, he/she shall resume contract status and a certificated position similar to that which was held prior to such leave. The request for such reassignment must be made on or before April 1 prior to the school year in which he/she wishes to return to employment in the district. Should an employee reconsider and wish not to take a granted leave, his/her early return for reassignment will be at the discretion of the Board.

3. The length of the medical leave, up to one (1) school year, shall be as reasonably determined by the employee's physician. The Board reserves the right to seek another medical opinion at the Board's expense.

H. Unpaid Political Leave

An employee has the right to serve in a public office or office in a state or national professional organization unless there is a specific legal prohibition. Leave for this purpose shall be granted for one term, not to exceed a maximum of two (2) years, by the Board upon request by the employee. The leave can expire only at the end of a semester. Upon the return to service of the employee at the expiration of such leave, he/she shall resume contract status and a certificated position similar to that which was held prior to taking such leave.

I. Maternity/Child Care Leave

1. Maternity/child care leave may be used in lieu of sick leave when the employee exhausts sick leave or when a transfer from sick leave to maternity/child care leave is necessary. Maternity leave will be initiated immediately after the birth of the child and be limited to six consecutive calendar weeks. Leave for a birth by Caesarean section will be limited to eight consecutive calendar weeks. An employee who is adopting a child less than one (1) year of age may request and shall be entitled to a leave of absence without pay of six consecutive calendar weeks after obtaining custody of the child.

2. Additional maternity/child care leave, beyond the limits defined in paragraph 1 above, may be granted upon a signed certificate from the employee's attending physician that the employee is physically unable to return to service. The Board reserves the right to seek another medical opinion at the Board's expense.

3. Procedure

   a. As soon as pregnancy or child adoption has been determined, the employee must notify the Superintendent's Office in writing. In situations involving pregnancy, the notification will be accompanied by a physician's evaluation of the employee's physical ability to continue performing the full duties and responsibilities of her position.

   b. The pregnant employee must submit a written request for leave indicating the expected date of birth or, in the case of adoption, the date of obtaining custody. If, in the opinion of the Superintendent, the employee becomes disabled from performing assigned duties due to the pregnancy prior to the time specified in the application for the leave to start, the Superintendent may request that the employee furnish a certificate, in writing and from the employee's attending physician, that the employee is physically and mentally able to continue performing the full duties and responsibilities of the employee's position. The Board reserves the right to seek another medical opinion at the Board's expense.

4. Return to Duty

   a. In the case of miscarriage or abortion, the employee shall return to work after being released by a physician. The employee shall notify the Superintendent, in writing, of the date of her return accompanied by written certification from the attending physician stating the employee can resume performing the full duties and responsibilities of the employee's position.

   b. It is expected that the employee will fully apprise the physician of the specifications of the employee's position so that the physician's certification will reflect a complete knowledge of the physical demands of the position. A return to part-time service may be considered. The Board reserves the right to seek another medical opinion at the Board's expense.

J. Professional Day Leave

The Board encourages employees to attend professional meetings that contribute to the educational program. Employees may be authorized to attend meetings to improve their professional growth, following the procedure outlined below:

1. Application forms may be obtained at school building offices.

2. Applications must be submitted ten (10) working days prior to the leave. In the event of an emergency, the Superintendent may waive the ten (10) day application timeline. The employee shall be notified that the leave was approved five (5) working days after the submission of the application except in the absence of

the Superintendent from the District. The building principal and Superintendent must approve the application prior to attendance at the meeting requested.

3. A copy of the approved application form and the reimbursement request forms are to be returned to the Treasurer's Office for reimbursement. Reimbursement for professional academic leave for appropriate expenses will be made for each approved application not to exceed $250.00 per school year. Reimbursement for all other professional leave will not exceed $250.00 per year and will include the cost of a substitute, if necessary. The maximum amount charged against the $250.00 for the substitute shall be $40.00 per day.

4. Employees will be reimbursed for previously approved summer staff development attendance, only if the employee returns to employment in the district for the subsequent school year.

K. Family Medical Leave

1. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA.

2. Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.

3. The Board shall provide a copy of the policy on FMLA in the library of each building.

L. Rights While on Unpaid Leave

An employee on any Board-approved, unpaid leave shall be entitled to request and receive, to the extent permitted by law and/or the applicable contracts, the right to be covered by insurance for hospitalization, surgical benefits, and major medical so long as the employee reimburses the Board monthly, in advance, the total cost of said insurance at the rate paid for such insurance by the Board.

M. Limits to Unpaid Leaves of Absence

The maximum number of days an employee may be absent from duty with a salary deduction is five (5) working days unless otherwise

covered by this Agreement. The Board may grant an extension if warranted by unusual circumstances.

ARTICLE 15 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Northwest Local Schools' Local Professional Development Committee is hereby established as the name of the entity required by Senate Bill 230. This committee shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district.

ARTICLE 16 - MENTOR PROGRAM

A. Definitions:

For purposes of this agreement, the pertinent terms shall be defined as follows:

1. "Mentor" – A member of the bargaining unit providing professional support to an individual in the first year of employment and seeking licensure as a classroom teacher or tutor.

2. "Entry-Year Teacher" (EYT) – A member of the bargaining unit who holds a two (2) year Provisional License, is employed full-time, and is teaching in his/her licensure area for at least 120 days, or is from out-of-state and has taught fewer than three (3) years in the area of preparation.

3. "Lead Mentor" – A member of the bargaining unit who will coordinate and oversee the mentor program who has been trained in Pathwise or Vanderbilt training.

B. Selection Process and Criteria for Mentors:

An application form will be provided for self-nomination as well as, nomination by others.

To be considered, applicants must meet selection criteria.

C. Criteria Selection:

The applicant:

1. Must have five (5) years teaching experience in the district.

2. Demonstrate above average teaching performance.

3. Must hold a valid teaching certificate/license and is teaching in the same area of certification as the entry-year teacher and in the same building. If such an applicant/nominee is not available or not acceptable, these criteria will be waived.

4. Have demonstrated ability to work cooperatively and effectively with professional staff members.

5. Have extensive knowledge of a variety of classroom management and instructional techniques.

6. Will sign a confidentiality agreement.

7. Provide at least one (1) reference from a building administrator and two (2) references from teachers addressing numbers 2, 4, and 5.

Selection:

After reviewing the criteria, the Superintendent or designee will select the mentor(s).

D. Responsibilities:

The mentor together with the EYT shall develop a plan of professional support for the EYT according to the entry-year program. This plan shall focus on skill enhancement.

Each EYT shall be given an initial orientation of the following matters by the mentor and building principal:

1. The pupils and community to be served;

2. School policies, procedures and routines;

3. Courses of study, competency-based education programs, and responsibilities for lesson plans;

4. The layout and facilities of the assigned school building or buildings; and

5. The nature of the entry-year program which will be provided.

E. Mentor Training:

Mentors shall be provided with the following:

1. An orientation to mentor responsibilities by the Lead Mentor;

2. Training in knowledge and skills necessary to perform Mentor responsibilities, i.e., Pathwise I and Vanderbilt and

3. Opportunities to consult with and otherwise assist the assigned EYT.

F. Restrictions:

1. A program of professional support mutually developed by the mentor and EYT shall not be developed or utilized as part of the new employee's evaluation.

2. No mentor shall participate in any informal or formal evaluation of an EYT or be requested or directed to make any recommendation regarding the continued employment of an EYT or in anyway provide evidence against any bargaining unit member unless they are aware of illegal, immoral, or unethical behavior impacting the school district.

3. All interaction, except that which is illegal, immoral, or unethical behavior which impacts the school district, written or oral, between the mentor and the EYT shall be considered confidential. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from the role as a mentor.

4. No mentor shall be assigned to more than one EYT at a time during a school year, unless no other mentor is available.

5. The appropriate administrator, as per the negotiated agreement, shall make all evaluations of the EYT and mentor.

G. Protections:

1. Other than a notation to the effect that an employee has served as a mentor, the activities of the mentor shall not be part of that teacher's evaluation or any other employment decision unless the employee has behaved in an illegal, immoral, or unethical manner while fulfilling the mentor role.

2. No EYT shall be required to remain in an entry-year program for a period longer than one school year, unless they do not meet entry-year requirements for professional licensure.

3. No later than six (6) weeks after the initiation of the entry-year program, the EYT may request to have a new mentor be assigned.

4. No later than six (6) weeks after the initiation of the entry-year program, the mentor may request a change in assignment with a new EYT.

5. The appropriate administrator shall make all evaluations of the EYT.

H. Compensation:

The lead mentor and mentors shall be compensated based on the Supplemental Duty Salary Index.

I. Miscellaneous:

The Board may fulfill its legal requirement for a mentor outside this agreement provided no members of the bargaining unit are used or qualify as mentors.

ARTICLE 17 - MILEAGE

A. Any employee who travels on official business, approved by the Superintendent, will be reimbursed mileage at the Internal Revenue Service ("IRS") rate.

B. The formula used to compute mileage outside the district shall be the distance from the employee's assigned building to the location of the approved trip to the employee's home then subtracting the distance from the employee's assigned building to the employee's home and multiplying the result by the mileage rate.

ARTICLE 18 - OBSERVATION, EVALUATION & ALTERNATIVE PROJECT

The formal evaluation process consists of the following components: observations, conferences and the end of the year evaluation. Employees not involved in the formal evaluation process will be involved in an alternative project. Employees who are eligible for the formal process include: employees new to the district, up for renewal of contract or eligible for continuing contract and staff members designated by the administration.

A. Observations

1. The building Principal or Assistant Principal will make classroom teaching observations for those who are being evaluated during the school year according to the following:

   a. Beginning employees and employees new to the district – one (1) observation each of the first three (3) grading periods prior to March 1st.

   b. Employees eligible for continuing contract or for contract renewal – a minimum of two (2) observations prior to March 1st.

   c. Employees on continuing contract or in the middle of a multiple-year contract will be observed at least once every five (5) years from the date of contract approval and every five (5) years thereafter - a minimum of one (1) observation prior to March 1st.

   d. Employees designated by the administration. Observations on an as needed basis.

2. a. During an employees first four (4) years with the district, the observation requirement and non-renewal option will be extended to the subsequent year for any year in which the employee misses 45 days or more prior to March 1st.

   b. An employee eligible for continuing contract or contract renewal who misses 45 days or more prior to March 1st will receive a one (1) year limited contract.

3. The building Principal or Assistant Principal will make tutor observations for those who are being evaluated during the school year according to the following:

   a. Beginning tutors and tutors new to the district - one (1) observation each of the first three (3) grading periods prior to March 1st.

   b. Tutors eligible for contract renewal - a minimum of two (2) observations prior to March 1st.

   c. After the first four years of employment, a tutor will be observed at least once every three (3) years thereafter - a minimum of one (1) observation prior to March 1st.

   d. During years not being observed tutors are required to participate in the alternative project.

4. Copies of the observation reports shall be presented and discussed with the employee within a maximum of two (2) weeks after the observation unless either party is not available. The employee may add his/her own written comments to the observation reports.

B. End-of-Year Evaluation

1. The employee being formally evaluated that year will receive, before March 31st, a copy of the evaluation form upon which he/she will record his/her self-evaluation. The employee will keep this in his/her possession until the building Administrator/Principal requests the employee to report for an evaluation conference. Employees not involved in the formal evaluation process will automatically participate in the alternative project.

2. Employees on continuing contract will be formally evaluated at least once every five (5) years and every five (5) years after the approval date of their continuing contract.

3. At the time of the evaluation conference, the employee will present the evaluation form with his/her self-evaluation completed, to the Administrator.

4. The Administrator will record his/her evaluation of the employee after discussing the reasons for pertinent points and points requested by the employee.

5. At the end of the evaluation conference, one (1) copy of the completed evaluation, which will include the employee's self evaluation, will be given to the employee, one (1) copy will be forwarded to the Superintendent to be placed in the employee's personnel file, and a third copy will remain with the building Administrator.

C. Intervention Process

1. Employees identified by the administration as "at risk" and in need of intervention shall be notified of said status in writing by December 1st. The employee and administrator will meet within five (5) working days, unless extended by mutual agreement, to discuss intervention options (see Appendix D) to address the identified concerns. The employee shall have the right to be accompanied by a representative from the Association at meetings held to discuss options.

2. Should extenuating circumstances occur, an employee might be involved in an intervention process after December 1st at the discretion of the administration.

3. An employee, not new to the district, who has participated in the intervention process (See Appendix D) and for whom the performance issue(s) has not been resolved within one (1) calendar year from the date of written notification, shall be notified in writing by their Supervisor that disciplinary action may be taken, up to and including, non-renewal or termination. If an employee does not participate in the intervention process, action toward non-renewal or termination shall begin immediately.

   Only written documentation will be used in the termination/non-renewal process. The employee will receive copies of all written documentation.

D. Documentation of all Conferences

1. All evaluative or instructional conferences held between an employee and an Administrator shall be documented in writing.

a. The written record must contain the date, time and reason for the conference.

b. The term "evaluative conference" is to be interpreted to mean items of a positive or complimentary nature as well as negative items.

c. The employee is to receive one (1) copy of the documentation, one (1) copy of the documentation is to be forwarded to the Superintendent for placement in the employee's personnel file, and a third copy is to be retained by the building Administrator.

E. Use of Evaluations and Conference Documentation

1. The actual evaluations and conference documentation in the employee's personnel file are not to be mailed out for/as references, but may be used by the Administrator/Principal for review in case of a reference request.

2. The Board shall have the right to review and consider all information contained in the evaluations and the personnel file of the employee.

F. Disagreements

Disagreements with the material contained in the evaluations shall, upon written request of the employee, be discussed with the Administrator involved and the Superintendent. The employee involved may be accompanied and represented by a Representative from the Association. Employees cannot grieve the substance of the evaluation.

G. The Board and the Association agree that the provisions of this Collective Bargaining Agreement and, in particular, Article 18 Observation and Evaluation are intended to supersede and take the place of all evaluation procedures contained in the Ohio Revised Code, and any other subsequent evaluation procedures added to the Ohio Revised Code, Section 3319.111.

The sole and exclusive right to appeal or challenge the applications of the provisions of Article 18, Observation and Evaluation is through the grievance procedure of this Agreement.

H. Alternative Projects

1. Employees who are not participating in the formal evaluation process or the intervention process who are on continuing contract, or in the middle of a multiple year contract, shall be involved in an alternative project.

2. The employee shall present the alternative project to their immediate supervisor by November 1st. The project is to be employee driven. The focus is to enhance instruction and professional growth. The documentation for the project will be recorded on Appendix Form B-13.

3. Employees may request an observation and evaluation in lieu of the alternative project. The Administrator/Principal has the sole right to honor or refuse the request.

ARTICLE 19 - PAYROLL PROCEDURE

A. Payroll periods of employees are set up on a basis of no more than 184 days (with the exception of extended service). A day's pay is equal to the annual salary divided by the actual number of contract days and is used in making deductions for absences and in calculating compensation for severance pay. Deductions for unauthorized (unpaid) absences will be made from the first payroll following the unauthorized absence. Payroll dates and related payroll information will be made available to all employees in September of each year with the commencement of school.

Payroll deductions are made for the following:

1. Unauthorized absences.

2. Federal, state, and local withholding tax according to information contained on the exemption certificate filed by the employees with the Treasurer.

3. Stark County Credit Union. Employees may designate for payroll deductions, an equal amount to be deducted from each pay for the Stark County Credit Union.

4. Educator's Political Action Committee -

5. Health insurance.

6. Association dues or fair share fees.

7. Tax annuity deductions for payment to Board approved companies and for other purposes as set forth by law.*

   *Employees may designate a monthly deduction for tax annuities, which will be deducted in two (2) equal payments per month.

B. All employees will participate in direct deposit. Deposits will be limited to a maximum of four (4) financial institutions.

C. Payroll Deduction (Check-off) for Association Dues and Fair Share Fees

1. The Board, through the Treasurer, shall provide for payroll deductions of Association dues and fair share fees. Association dues shall be deducted in twenty (20) equal payments commencing with the first payroll in October. Fair share fees shall be deducted in twelve (12) equal installments commencing with the second payroll in January.

2. By October 1st of each year, payroll deduction authorization forms will be completed by those who choose to authorize such deductions and submitted to the Treasurer.

3. For new employees hired after October 1st, payroll deductions, for those authorizing deductions, will start the month following submittal of the authorization form and the Association dues or fair share fees shall be divided equally over the number of payroll deductions remaining from those specified in paragraph 1 of this section.

4. Those persons on payroll deductions for Association dues may request continuous payroll deductions from year to year without submittal of a new authorization form. Persons wishing to withdraw from payroll deductions for the succeeding year must, between July 1st and October 1st, notify the Treasurer and the Association in writing of their intent to withdraw from payroll deduction for the succeeding year; otherwise, payroll deduction shall continue automatically for the succeeding year. The Association has the responsibility to notify employees of this option each year.

5. Employees may not withdraw from payroll deduction during a school year.

6. The Treasurer shall submit, after each payroll, to the Association treasurer a list of employees on payroll deductions, the amount deducted and a check for the total amount deducted from that pay.

D. All employees shall be paid on a twenty-six (26) pay period plan, unless they select the summer balance of their contracted salary in a lump sum payment. The Board will provide the required amount of postage and envelopes for the mailing of summer paychecks to employees.

If employees choose to take the summer balance of their contracted salary in a lump sum payment, they will receive that payment in the second payroll check in June. This request must be made in writing to the Treasurer prior to January 1st of each year. The Board will have the sole discretion to honor, or refuse annually, the implementation of this program and must inform the employees by April 1st regarding that decision.

In school years when regular paycheck disbursement would result in twenty-five (25) two-week pay periods and one three-week pay period, the final five (5) pays will be distributed every eleven (11) days instead of ten (10) days. Employees will be informed by April 30th in years in which this occurs.

E. Each paycheck stub shall include the following information, in addition to that concerning deductions for Association dues or fair share fees: accumulated salary, accumulated tax deductions, accumulated sick leave days, and unused personal days.

ARTICLE 20 - PERSONNEL FILE AND PARENT COMPLAINTS

A. Each employee has the right to review, with the Superintendent or his designee, the contents of that employee's personnel file during a previously scheduled appointment in the Superintendent's Office to do so. All documents placed in the employee's file will be identifiable as to source. The employee excludes confidential reference letters from this requirement of identifiability and review. If any new documents are added to the file, which are not signed by the employee, the employee shall be notified in writing by the Superintendent of the document within ten (10) days. Anonymous

letters and notes will be discarded and no reference made to them in the file. If an unfavorable statement or notation is in the file, the employee shall have the right to attach a rebuttal or explanation to the document. Only the contents of the official file in the Superintendent's Office shall be used in matters dealing with employee evaluation or job security.

B. There shall not be any material in the file that is obsolete, inaccurate, irrelevant, or incomplete for retention. If an employee believes that such material exists in his/her personnel file, he/she has the right to petition the Superintendent for its removal.

C. If someone outside the Administration wishes to view an employee's personnel file, the Administration will attempt to inform the employee within twenty-four (24) hours of the request. If the employee cannot be contacted within twenty-four (24) hours, the Administration will contact that employee's Association Representative.

D. Parent Complaints - Any complaint deemed by an Administrator to justify investigation and/or subsequent action of any nature shall be brought to the attention of the employee involved. Complaints of this nature may be made a matter of record.

ARTICLE 21 - PROCEDURE FOR NON-RENEWAL

A. At the expiration of any limited teaching or tutoring contract during the first four (4) years with the district, an employee may be non-renewed simply by giving the notification referred to in Section C of this Article.

B. After the first four (4) years of employment with the district, with a minimum of 120 days on duty per year, an employee may only be non-renewed for just cause.

C. Any employee employed under a limited teaching or tutoring contract by the Board is automatically re-employed unless he/she is notified that he/she is not to be re-employed. Such notification must be made in writing, and either hand-delivered or sent to the employee's home address by certified mail, on or before April 30th.

D. Tutors shall not attain continuing contract in the district unless such status occurred on or before June 30, 1992.

E. Any employee confronted with a recommendation for termination of his/her employment contract by the Superintendent shall have the option to challenge said action by utilizing the provisions of ORC 3319.16 and 3319.161 or by the grievance procedures of the master agreement. The employee must declare his/her intention in this regard within seven (7) calendar days of learning his/her employment is being recommended for termination.

F. The Board and Association agree that the provisions of this Collective Bargaining Agreement and, in particular, Article 21, Procedure for Non-Renewal are intended to supersede and take the place of all non-renewal procedures contained in the Ohio Revised Code, and any subsequent non-renewal procedures added to the ORC 3319.11, Section G (1-7) and H (1).

The sole and exclusive right to appeal or challenge the applications of the provisions of Article 21 - Procedure for Non-Renewal is through the grievance procedure of this Agreement.

ARTICLE 22 - PROCESS FOR A CONTRACT WAIVER FOR A BUILDING

A. Procedure

A member of the bargaining unit or an administrator who wants to initiate a practice that would not be permitted under the current contract language could obtain a waiver by following the sequence below:

1. The plan must be put in writing and contain:

   a. the intended practice
   b. ramifications and implication for the buildings as a whole
   c. duration
   d. financial implications

2. The plan will first be submitted to the building principal, NTA and Superintendent. They may jointly revise, approve, or disapprove the plan before it reaches Step #3.

3. An opportunity for open discussion on the proposal must be provided, preferably at a staff meeting.

4. The plan will then be voted on by the NTA members in the building. Eighty percent (80%) of the staff must approve for the plan to remain viable.

5. The plan shall become an Appendix to this contract upon approval of the NTA and the Superintendent.

ARTICLE 23 - REDUCTION IN FORCE (RIF)

When the Board determines it is necessary to reduce the number of positions held by members of the Association under ORC 3319.17, or for financial reasons, the following procedures shall apply:

A. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

1. All employees, except tutors and those hired under Article 35, will be placed on a seniority list in each teaching field for which they are properly certificated/licensed. Employees serving under continuing contracts will be placed at the top of the list in descending order of seniority. Employees serving under limited contracts will be placed on the list, in each teaching field for which they are properly certificated/licensed, under continuing contract teachers, also in descending order of seniority. A part-time teacher may not displace a full-time teacher. When a part-time teacher moves into a full-time position, the teacher carries forward his/her seniority.

2. ORC 3319.17 shall not apply to individuals hired under Article 35.

3. A tutor employed in a non-tutoring bargaining unit position shall receive credit on the salary schedule for every year of 1,000 tutoring hours in the district but shall not receive any seniority credit.

4. Seniority for the purposes of this Article is defined as the length of continuous service as an employee under regular contract with the Board. Service provided on behalf of the Board as a tutor prior to 1978 shall be included as part of that employee's "continuous service". Service provided on behalf of the Board as an employee (under contract in 1988-89) who resigned due to

pregnancy prior to 1978 shall be included as part of that employee's "continuous service".

a. Time spent on Board approved leaves of absence will not interrupt seniority, but shall not count toward the determination of continuous service.

b. If two or more employees have the same length of continuous service, seniority shall then be determined by:

1) the date of the Board meeting at which each employee was hired,

2) the date the employee signed his/her initial employment contract with the Board, and then by

3) administrative decision.

5. Recommended reductions in a teaching field will be made by selecting the least senior person on the seniority list who is currently assigned to a position in that teaching field. An employee so affected may elect to displace an employee who holds the least senior position on a seniority list for another teaching field if the displacing employee is properly certificated/licensed in that field. Any such election must be made at the time the employee is notified he/she will be affected.

B. The names of employees whose contracts are suspended in a reduction in force will be placed on a recall list. Employees on the recall list will have the following rights:

1. The Board will employ no new employees while there are employees on the recall list who are certificated/licensed for the vacancy or who have become certificated/licensed for the vacancy.

2. Employees on the recall list will be recalled in the order of seniority for vacancies in areas for which they are certificated/licensed or for which they have become certificated/licensed. It is the responsibility of the employee, while on recall, to notify the Board regarding areas for which they have become certified/licensed. Employees will only be notified of vacancies in their areas of certification/licensed.

3. If a vacancy is to be filled, the Board will send a notice, by certified mail, of the vacancy to the last known address of all employees on the recall list who have notified the Board that they have the appropriate certificate/license. It is the employee's responsibility to keep the Board informed of his/her current address and certification/licensure status. The employee is required to respond, in writing, to the Superintendent within three (3) working days after receipt of such notice stating whether or not they are interested in the position. Any employee who fails to respond within three (3) working days need not be considered for the position.

4. An employee on the recall list will, upon acceptance of the notification to resume active employment status, return to active status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

5. An employee shall remain on the recall list for five (5) years from the last date of regular employment in the district unless he/she waives his/her recall rights in writing, resigns, retires, fails to accept recall to a position in his/her certificate/license, or fails to notify the Superintendent within three (3) working days after a written notice of recall was sent by certified mail to the employee's last address.

C. The parties agree that these procedures apply only to the suspension of contracts under ORC 3319.17 or for financial reasons. This Article does not require the Board to fill any vacancy nor shall it be construed so as to interfere with any other lawful personnel procedures.

D. Employees whose contracts are suspended due to a reduction in force shall be given preferential consideration as substitute employees.

E. If the board is notified by a non-public school(s) of its intent to reduce the numbers of individual(s) or to reduce the number of hours assigned, for any reason, the individual(s) affected may displace the least senior individual who is a member of the bargaining unit in his/her area of certification/licensure in the currently assigned non-public school. If subsequently hired by Northwest, seniority begins on the first day of assignment to a Northwest Local School.

The individual, without a position after all displacement has occurred, shall be placed on a recall list for positions in the currently assigned non-public school.

Only the following sections of this Article shall apply to those individuals currently assigned to non-public schools: Sections B, C and D.

F. If any individual assigned to a Northwest Local School is transferred to a non-public school, the individual, in the event of a reduction in force in a non-public school, retains the right to displace the least senior individual in his/her area(s) of certification/licensure as per this Article, whether the displaced individual is assigned to a Northwest Local School or a non-public school. Seniority, as per Section A.3. of this Article, shall apply to individuals under this paragraph.

ARTICLE 24 - RETIREMENT INCENTIVE

In addition to the severance the employee is entitled to, the retirement incentive bonus will equal twice the amount of severance not to exceed $15,000.

Limitations

1. Only employees that have not less than ten (10) years of service as an employee of the Board are eligible for the bonus.

2. Employees retiring the first time they are eligible to retire based on STRS eligibility will receive the bonus. First time of eligibility means:

   a. Age 50 or over with at least 30 years of service credit,

   b. Age 55 or over with at least 25 years of service credit,

   c. Age 60 or over with at least five years of service credit.

   d. However, if employees choose not to retire when first time eligible, in order to qualify for the bonus they must declare to the Superintendent in writing by April 1st of that year, that their retirement will occur when they have reached 30 years.

3. Employees must notify the Superintendent in writing no later than April 1st of the intention to retire in June of that same year.

4. The retirement incentive bonus shall be paid the first pay period of January the year following retirement.

5. Employees must provide proof of service credit from STRS no later than April 1st of the year of retirement.

ARTICLE 25 - SALARY

A. Base Salary for Teachers

The B.A. base salary shall be $30,726 effective at the beginning of the 2007-2008 school year and increase contingent on guidelines contained in the Memorandum of Understanding for the 2008-2009, 2009-2010, 2010-2011 school years. Each teacher's regular salary for each school year shall be determined by multiplying the base figure above, for the appropriate school year, by the index number from paragraph B. below, commensurate with the teacher's training and experience.

B. Salary Index

Exp.	BA	150 Hrs.	MA	MA+15 Hrs.
0	1.000	1.042	1.092	1.152
1	1.042	1.092	1.152	1.217
2	1.084	1.142	1.212	1.282
3	1.126	1.192	1.272	1.347
4	1.168	1.242	1.332	1.412
5	1.210	1.292	1.392	1.477
6	1.252	1.342	1.452	1.542
7	1.294	1.392	1.512	1.607
8	1.336	1.442	1.572	1.672
9	1.378	1.492	1.632	1.737
10	1.420	1.542	1.692	1.802
11	1.462	1.592	1.752	1.867
12	1.504	1.642	1.812	1.932
13	1.546	1.692	1.872	1.997
14	1.588	1.742	1.932	2.062
15	1.630	1.792	1.992	2.127

C. Qualifications For Movement

1. Teachers will be qualified to move from one column to the next on the salary index by submitting information required for each column as specified below to the Superintendent's Office:

a. 150 Hours - column requires a Bachelor's Degree and such additional study, if any, which result in a minimum of 150 accrued semester hours of accredited study.

b. Master's Degree Plus 15 Hours - column requires accrual of 15 semester hours of accredited, graduate-level study after completing requirements for, and receiving, the Master's Degree.

2. To be approved by the Board for payment in a new column, the individual must submit a transcript, certified letter, or other documentation acceptable to the State Auditor substantiating the basis for the change to the Superintendent's Office no later than the first pay of the school year. If documentation is not available from the college by the first pay of the school year, the increased amount due to movement on the salary index will be paid retroactively if it is submitted by October 1st of the school year, otherwise the increased amount will not be payable until the next school year.

3. A part-time teacher, in order to advance one (1) step on the salary index, must have been employed in the district at the preceding step on the index for at least six (6) months (twenty-four weeks or one-hundred twenty days) within the preceding school year.

D. Supplemental Duty Positions

1. Individuals employed under supplemental duty contracts will be paid according to placement on the supplemental duty salary index based upon the following factors:

a. "Years of experience" means years of experience in the Northwest Local Schools at a particular supplemental duty position.

b. Years of experience do not accumulate except within a particular supplemental duty position. Years of experience at a particular supplemental duty position will accumulate from the 1985-86 base year.

c. Movement from a position of lesser to greater responsibility (e.g., assistant coach to head coach) will place that individual at Step One (1) of the salary index for the new position except that:

1) Such movement will not result in a salary reduction. Placement in instances where a salary reduction would otherwise be the result will be at a step equal to or greater than the individual's previous supplemental duty salary.

d. If an individual moves from a position of greater to lesser responsibility within the same sport (i.e., assistant varsity football coach to 8th grade football coach) the years of experience shall be carried over.

e. Individuals new to the school system may be placed on the salary index for supplemental duty positions at the step deemed appropriate by the administration.

2. Compensation will be the B.A. base salary in effect at the beginning of the supplemental duty contract year multiplied by the index for the position. Compensation will not be increased during the supplemental duty contract year.
Employees will receive one (1) payment after they have completed their supplemental duty contract obligations, unless they request to be paid on a twenty-six (26) pay period plan. The request to be paid on a twenty-six (26) pay period plan must be made in writing to the Treasurer before July 1st of the school year for which the request is applicable. Only those employees approved by the Board for a supplemental contract before July 1st of each year, will be eligible to request the twenty-six (26) pay period plan.

3. Job descriptions for each supplemental duty position will be developed by the administration. Job descriptions will be given to each person for the position they fill.

4. Performance evaluations of individuals with supplemental duty contracts will be made by the appropriate Administrator and will be based on the job description for the position.

5. Supplemental duty positions will be filled at the discretion of the Board. No member of the Association shall perform any supplemental duty, or be requested to perform it, without pay; and no supplemental duty shall be conducted by a member of the Association without pay. The Board will select the applicant it deems most qualified based upon the applicant's compliance with the application requirements and on the basis of the applicant's skill, qualifications, and experience. The Board has

the right to hire someone from the outside if it determines that no current employees have the desired qualifications, skill, or experience.

6. Supplemental Duty Salary Index

	Years of Experience			
Supplemental Duty Positions	0-2	3-5	6-8	9-+
Football-Head Coach	.17	.18	.19	.205
Football-Asst. Varsity (5)	.12	.13	.14	.155
Football-Head Coach 9th Gr.	.095	.105	.115	.13
Football-9th Grade (2)	.085	.095	.105	.12
Football-Head 7th & 8th Grade	.085	.095	.105	.12
Football-7th & 8th Grade (4)	.075	.085	.095	.11
Basketball-Boys Head Coach	.17	.18	.19	.205
Basketball-Boys Asst. Var. (1)	.12	.13	.14	.155
Basketball-Boys Jr. Varsity	.12	.13	.14	.155
Basketball-Boys 9th Grade	.095	.105	.115	.13
Basketball-Boys 8th Grade	.08	.09	.10	.115
Basketball-Boys 7th Grade	.08	.09	.10	.115
Basketball-Girls Head Coach	.17	.18	.19	.205
Basketball-Girls Asst. Var. (1)	.12	.13	.14	.155
Basketball-Girls Jr. Var.	.12	.13	.14	.155
Basketball-Girls 9th Grade	.095	.105	.115	.13
Basketball-Girls 8th Grade	.08	.09	.10	.115
Basketball-Girls 7th Grade	.08	.09	.10	.115
Wrestling- Head Coach	.17	.18	.19	.205
Wrestling- Asst. Varsity	.12	.13	.14	.155
Wrestling- Jr. Varsity	.12	.13	.14	.155
Wrestling-7th & 8th Grade (2)	.08	.09	.10	.115
Wrestling-5th & 6th Grade (2)	.03	.04	.05	.065
Volleyball-Head Coach	.12	.13	.14	.155
Volleyball – Asst. Varsity	.085	.095	.105	.12
Volleyball-Junior Varsity	.085	.095	.105	.12
Volleyball-9th Grade	.07	.08	.09	.105
Volleyball-7th & 8th Grade (2)	.06	.07	.08	.095

Supplemental Duty Positions	Years of Experience 0-2	3-5	6-8	9-+
Track-Head Coach	.12	.13	.14	.155
Track-Asst. Varsity (3)	.085	.095	.105	.12
Track Head – 7th & 8th Grade	.065	.075	.085	.10
Track-7th & 8th Grade (3)	.06	.07	.08	.095
Baseball-Head Coach	.12	.13	.14	.155
Baseball – Asst. Varsity	.085	.095	.105	.12
Baseball-Junior Varsity	.085	.095	.105	.12
Baseball – 9th Grade	.07	.08	.09	.105
Softball-Head Coach	.12	.13	.14	.155
Softball – Asst. Varsity	.085	.095	.105	.12
Softball-Junior Varsity	.085	.095	.105	.12
Soccer-Girls Head Coach	.11	.12	.13	.145
Soccer – Girls Asst. Varsity	.08	.09	.10	.115
Soccer-Girls JV	.08	.09	.10	.115
Soccer-Boys Head Coach	.11	.12	.13	.145
Soccer – Boys Asst. Varsity	.08	.09	.10	.115
Soccer-Boys JV	.08	.09	.10	.115
Weight Lifting	.095	.105	.115	.13
Assistant Weight Lifting (4)	.03	.04	.05	.06
Cross Country-Head Coach	.11	.12	.13	.145
Summer Physical Fitness	.09	.10	.11	.125
Golf-Head Coach	.07	.08	.09	.105
Cheerleaders-10/12 Football/ Basketball	.12	.13	.14	.155
Cheerleaders-9th Football/ Basketball	.07	.08	.09	.105
Cheerleaders-7/8 Football/ Basketball	.08	.09	.10	.115
Intramurals	.15	.16	.17	.185
Concert Band Director	.11	.12	.13	.145
Asst. Concert Band Dir.(2)	.035	.045	.055	.07
Marching Band Director	.09	.10	.11	.125
Asst. Marching Band Dir.	.05	.06	.07	.085
Asst. Marching Band II	.03	.04	.05	.06
Pep Band	.02	.03	.04	.055
Vocal Music Director	.06	.07	.08	.095
Majorette Advisor	.04	.05	.06	.075

Supplemental Duty Positions	Years of Experience 0-2	3-5	6-8	9-+
Interscholastic Speech	.08	.09	.10	.115
Interscholastic Debate	.08	.09	.10	.115
Play Director	.06	.07	.08	.095
Assistant Play Director	.05	.06	.07	.085
Chess	.02	.03	.04	.05
Newspaper	.02	.03	.04	.05
Annual Advisor	.08	.09	.10	.115
Academic Challenge	.05	.06	.07	.085
Academic Challenge 7th & 8th Grade	.02	.03	.04	.05
*Middle School AV Crdntr.	.05	.06	.07	.085
*Special Education	.04			
Head Teacher	.03			
Technology	.08			
Lead Mentor	.025			
Mentor	.02			

* These stipends will be eliminated when the individuals presently employed *resign/or vacate these positions.*

E. Grant money that the district receives along with the employee's compensation is independent of this negotiated agreement.

F. Salary Schedule for Tutors

1. The base pay rate shall be $19.53 per hour effective at the beginning of the 2007-2008 school year and increase contingent on the guidelines contained in the Memorandum of Understanding for the 2008-2009, 2009-20-20, 2020-2011 school years.

2. Tutors' Pay Rate Index

   a. "Years of experience" means years of experience in the Northwest Local Schools as a tutor.

b. Index

Years of Experience			
0-2	3-5	6-8	9-+
1.000	1.042	1.084	1.126

c. Pay Rate

Index	07-08	08-09*	09-10*	10-11*
1.000	19.53	*Contingent on Memorandum		
1.042	20.36	of Understanding		
1.084	21.18			
1.126	22.00			

ARTICLE 26 - SCHOOL YEAR

A. The school year of the Northwest Local School District shall be no more than 184 days with the exception of those employees who receive extended duty contracts.

B. No days when schools are closed for weather, calamity, or energy shall be made up unless the number of days the schools are closed for these reasons goes beyond the maximum allowed by law.

C. The Association may submit a calendar proposal for consideration to the Superintendent by February 1st of each year. However, it is recognized that the Board has the sole authority to determine and set the calendar.

ARTICLE 27 - SEVERANCE PAY

A. Severance pay shall be a one-time, lump-sum payment to eligible employees. An employee's amount of severance pay shall be determined as of the final date of employment. In order to be eligible for severance pay, an employee shall:

1. Notify the Superintendent in writing of his or her intention to retire so that the Superintendent receives the notification no later than April 1st preceding retirement. The notification requirement may be waived by the Board upon recommendation of the Superintendent when circumstances of the retirement are such that enforcement of the requirement would be inequitable. Action to waive the notification requirement must be initiated by the retiree.

2. Not have collected severance pay by reason of a previous retirement from an Ohio public agency.

3. Actually retire from employment and be eligible for immediate payments from the State Teachers' Retirement System or other State retirement fund/system.

4. Have not less than ten (10) years of service as an employee of the Board.

B. The amount of severance pay due an employee shall be calculated by:

1. Multiplying the accumulated sick leave, up to a maximum of 120 days, properly credited to the employee as of the effective retirement date by one-third (1/3).

2. Multiplying the accumulated sick leave in excess of 120 days by one-tenth (1/10).

3. Adding the products of steps one and two above, to a maximum of 56 days.

4. Multiplying the sum from step 3 above by the per diem rate at the time of retirement.

5. The per diem rate will be calculated by including salary from the salary schedule and any salary from supplemental contracts earned during the year prior to retirement.

C. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

D. The employee shall have the option to receive the severance pay in either the first pay period following retirement or the first pay period in January of the year following the year of retirement. The Board is not liable, nor will be held responsible, for any legal, IRS, STRS, or any other agency's "penalties or decisions" concerning payment of severance pay, now or in the future.

E. Application for severance pay shall be made using the appropriate form.

F. The retiree may have his/her severance pay/retirement incentive rolled into his/her 403(b) annuity by making a written request to the Treasurer prior to the Board of Education accepting the employee's retirement and prior to the retiree receiving any severance pay/retirement incentive and prior to the employee's last day of employment. The election to defer severance pay/retirement incentive is irrevocable after the Board accepts the resignation. It is the sole responsibility of the employee to be sure that he/she has not exceeded any of the deferment limits on income as stated in the IRS Code.

ARTICLE 28 - STRS SHELTER

A. Total annual salary and salary per pay period for each employee shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period of each employee shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required, from time to time by the State Teachers' Retirement System ("STRS"), to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per pay period less the amount of the pick-up for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Board's total combined expenditures for employees' total annual salaries otherwise payable under this Agreement, as amended, (including pick-up amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the pick-up. The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of pick-up. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

C. The pick-up shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose, including extended time.

D. The pick-up shall apply uniformly to all payroll payments and shall not be at the individual employee's option.

ARTICLE 29 - STUDENT MEDICAL NEEDS

Employees will not be required to attend to student medical problems or dispense student medication, unless the circumstances indicate an emergency and/or life-threatening situation. All student medication will be stored in and dispensed from the building office, unless the employee dispensing the medication desires to keep it elsewhere. Every effort will be made to provide staff development/training to the affected employees regarding the special medical needs of students.

ARTICLE 30 - TEACHER BENEFITS

Employees' children may attend Northwest Local Schools tuition free according to the district's open enrollment guidelines, which were in effect during the 1997-98 school year.

All employees shall receive a pass to all school activities during the school year.

ARTICLE 31 - TEACHER CONTRACTS

A. Service Credit

1. All non-tutors shall receive credit on the salary schedule as outlined in the Revised Code.

   a. A year of teaching experience must consist of 120 days.

   b. A year of teaching experience in a chartered, non-public school located in Ohio must consist of 120 days.

   c. Up to five (5) years of credit for military service will be granted. (Note: eight (8) months continuous military service constitutes a year).

d. A maximum of fifteen (15) years' credit may be granted to a teacher new to the system.

2. Tutor hired for a non-tutor bargaining unit position:

If a tutor is subsequently hired to fill a non-tutor bargaining unit position, the individual may be granted a maximum of fifteen (15) years credit on the teachers' salary schedule for any years of tutoring experience on behalf of the Board that consisted of at least one thousand (1,000) hours in any school year.

3. Six hundred (600) hours of tutoring, on behalf of the Board, shall constitute a year of credit on the tutor salary schedule.

B. All such contracts shall be in writing, except those with substitutes, and shall be signed by Officers of the Board in accordance with Ohio law.

ARTICLE 32 - TEACHER FACILITIES

A. The Board shall ensure that all teaching facilities are in a clean and safety conscious environment, and shall provide the basic items required for each employee; including a desk, a chair, and a filing cabinet and/or a storage area.

B. Each building shall have a faculty workroom.

C. Employees shall have access to and the use of typewriters, computers, and copy equipment in each building.

ARTICLE 33 - TUTORS

A. All articles apply to tutors unless they specifically refer to teachers or exclude tutors.

B. A separate salary schedule for tutors shall apply as included in Article 25 - G.

C. Tutors shall be considered as a separate group for the purpose of implementing the RIF policy. All provisions of the RIF policy shall apply to them but shall be applicable only within the group of tutors.

ARTICLE 34 - VACANCIES AND TRANSFERS

A. Vacancies

1. During the school year, vacancies for teaching and/or supplemental positions shall be posted for one (1) week on a bulletin board designated by the Association in each building. Employees who are interested in the opening must submit to the Superintendent a written letter of application so that it is received within the one (1) week posting period. The President of the Association will be notified by mail of vacancies that are being posted.

2. During the summer months, when school is not in session, employees who have on file in the Superintendent's Office a current written request to the Superintendent, for transfer or for a supplemental position, will be notified by telephone and/or mail when a vacancy is being posted. Employees will be notified of all teaching and supplemental position vacancies with their convocation day notice. Employees so notified who wish to apply for a specific vacancy must do so by written application to the Superintendent's Office so that it is received within one (1) week following the date of posting.

3. There will be no vacancy posting after the regular July Board of Education meeting until September 15th of each year.

4. Employees may pre-notify the Board of their interest in transferring by completing the Vacancy Pre-Notification Form (Appendix B12). This form may be submitted to the Board at any time and acts as the employee's official notification of interest in a vacancy.

5. An employee can call the Board office at any time to request a posting(s). During the summer months, when school is not in session, an employee can call voice mail and receive information on vacancies.

6. A vacancy exists when the Superintendent decides that a position needs to be created or filled.

7. The Superintendent will select the applicant he deems most qualified based upon the applicant's compliance with the application requirements and on the basis of the applicant's skill, qualifications, experience, and seniority. The Superintendent

has the final determination with regard to the posting and filling of vacancies. His decisions shall not be arbitrary or capricious.

B. Voluntary Transfers

1. Any employee may request a transfer of assignment by writing a letter to the Superintendent. A response to a request for transfer, which is denied, will be made in writing and will include an invitation for the employee to discuss the denial of such a transfer with the Superintendent.

2. In acting on requests for voluntary reassignment and/or transfer, criteria such as the following will be considered:

   a. individual qualifications,

   b. instructional requirements,

   c. staff availability and experience mix, and

   d. years of service in the Northwest Local School System.

C. Involuntary Transfers

1. In the event that an involuntary transfer or change of assignment becomes necessary, the employee subject to transfer or reassignment will be given the opportunity to consult with the Superintendent regarding the reasons for the transfer. Notification of such transfer or reassignment will be made in writing as soon as practicable and, under normal circumstances, not later than the end of the school year. Included with the notification will be an invitation to the employee to discuss the transfer or reassignment with the Superintendent.

2. Involuntary transfers which occur within the first ten (10) years of employment with the Northwest Local School District are at the discretion of the Superintendent. Prior to any notice of involuntary transfer, all administrators involved shall meet with the employee to explain the reasons/rationale for the transfer and to receive the employee's input.

   Involuntary transfers will occur only after the process of voluntary transfer has been exhausted. If there is no employee within the first ten (10) years of employment appropriate for transfer, the employee with the least continuous service as an employee of

the Board, presently teaching in that area of certification or at the elementary grade level affected will be transferred.

The Northwest Local School District is committed to providing resources to all teachers. Involuntarily transferred teachers shall meet with the appropriate administrator and develop a list of necessary materials and supplies.

D. The Superintendent, after complying with the above provisions, has the final authority to make decisions regarding transfers and reassignments.

ARTICLE 35 – HIRING / REHIRING RETIREES

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with any public retirement system. If such individual is hired/rehired, the following terms and conditions shall govern:

A. The individual shall be issued a one-year limited contract, which shall automatically expire and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.

B. Employees who are hired/rehired, as retirees, shall be placed at the bottom of the seniority list and are not eligible to displace employees should a reduction-in-force occur.

C. The employee must waive any rights he/she may have or accrue under 3319.11, 3319.111 ORC, 3319.17 ORC.

D. The employee agrees to be placed on the salary schedule at a step and column with a minimum of five (5) years experience and a maximum of fifteen (15) years experience, at the discretion of the Superintendent, in accordance with policies and Ohio law regarding new hires.

E. Individuals who retire from Northwest Local schools and are rehired waive their right to collect the retirement incentive in Article 24 of the collective bargaining agreement.

F. The following articles of the collective bargaining agreement shall not be applicable to individuals hired/rehired under this Article 35:

Article 10 – Incentive Reimbursement for College Credit
Article 18 – Observation, Evaluation and Alternative Project
Article 24 – Retirement Incentive
Article 27 – Severance Pay
Article 34 – Vacancies and Transfers

ARTICLE 36 - EFFECTS OF THE CONTRACT

A. This Agreement is effective from June 30, 2007 through June 29, 2011.

B. Negotiations for a subsequent agreement shall be initiated as specified in the Negotiation Procedure of this Agreement.

C. If any provision of this Agreement shall be found to be in violation of federal or state law, in a manner not permitted by Chapter 4117, only that provision shall be invalidated and the remainder of this Agreement shall remain in full force and effect. The parties shall meet within ten (10) days of a request of either party to determine the extent, if any, to which changes must be made in the provision found to be contrary to law.

D. Both parties agree to comply with the provisions of this Negotiated Agreement. Whenever a conflict exists between the provisions of this Agreement and the provisions of any policy previously or hereafter adopted by the Board, the provisions of this Agreement shall control. In the event of any such conflict between an adopted policy and this Agreement, that portion of the policy in conflict with this Agreement shall be deemed automatically rescinded and of no force or effect.

E. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association, and constitutes the entire Agreement between the parties. Any amendment hereto shall not be binding upon either party unless executed in writing by the parties to this Agreement.

F. Except for conditions described in paragraph C above, negotiations may be reopened only by mutual agreement of both parties.

G. The Northwest Teachers Association will be consulted prior to the Board making any decision to consolidate the Northwest School District with other district(s).

H. If during the term of this Agreement, the Board is required by law to negotiate mid-term, then the parties will meet to negotiate within thirty (30) days.

In the event agreement is not reached, the Board is not required to participate in the dispute resolution process prior to Board action on any changes in terms and conditions of employment not contained in the Agreement.

FOR THE BOARD

BOARD PRESIDENT

SUPERINTENDENT

6/25/07
DATE

FOR THE ASSOCIATION

John A. Rafaeles
ASSOCIATION PRESIDENT

ASSOCIATION NEGOTIATOR

6/28/07
DATE

APPENDIX A

SALARY SCHEDULES

The following tables provide the extension of the salary schedule in Article 25 of the Negotiated Agreement between the Northwest Teachers Association and the Northwest Local Board of Education dated June 30, 2003, by multiplying the base salary of Paragraph A times the index of Paragraph B.

NORTHWEST TEACHERS' ASSOCIATION SALARY SCHEDULE

Effective September 2007

Exp.	B.A.	150 Hrs.	M.A.	M.A.+15
0	30,726	32,016	33,554	35,397
1	32,016	33,554	35,397	37,395
2	33,307	35,089	37,239	39,391
3	34,598	36,626	39,084	41,389
4	35,888	38,161	40,927	43,385
5	37,178	39,699	42,770	45,383
6	38,469	41,236	44,615	47,380
7	39,760	42,770	46,459	49,377
8	41,050	44,307	48,302	51,375
9	42,340	45,843	50,145	53,371
10	43,631	47,380	51,989	55,368
11	44,922	48,916	53,832	57,366
12	46,213	50,453	55,676	59,363
13	47,502	51,989	57,520	61,360
14	48,793	53,525	59,363	63,357
15	50,084	55,061	61,206	65,355

NORTHWEST TEACHERS' ASSOCIATION SALARY SCHEDULE

Effective September 2008

NORTHWEST TEACHERS' ASSOCIATION SALARY SCHEDULE

Effective September 2009

NORTHWEST TEACHERS' ASSOCIATION SALARY SCHEDULE

Effective September 2010

Salary Schedules for 2008-09, 2009-10 and 2010-11 are contingent upon Memorandum of Understanding.

APPENDIX B - FORMS

B-1 Grievance Report Form #1

B-2 Grievance Report Form #2

B-3 Grievance Report Form #3

B-4 Grievance Report Form #4

B-5 Grievance Report Form #5

B-6 Personal Leave Form

B-7 Jury Duty and/or Required Court Appearance Leave Form

B-8 Sick Leave Form

B-9 Professional Leave Form

B-10 Reimbursement Request Form

B-11 Severance Pay Request Form

B-12 Vacancy Pre-Notification Form

B-13 Alternative Project Form

B-14 Inservice

B-15 Incentive Reimbursement for College Credit – Post Master's Degree

B-16 College Credit Approval Request Form

B-17 Request for Incentive Reimbursement for College Credit

B-18 Assault Leave Form

B-19 Twenty-six (26) Pay Plan for Supplemental Duty Contract Form

B-20 Lump Sum Summer Payment Form

NORTHWEST LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM #1

1. Grievant : _____
2. Date of incident giving rise to grievance: _____
3. Date of this filing: _____
4. Was problem discussed with appropriate Administrator?

   Yes _____ No _____
5. Facts upon which the complaint is based:

   _____
6. Specific provisions of the Agreement alleged to be violated:

   _____
7. Remedy requested:

   _____

If more space is needed for 5, 6, or 7, continue on attached, dated and signed sheets.

_____ _____

Signature of Grievant Date

NORTHWEST LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM #2

(To be used by Principal according to the Grievance Procedure).

1. Answer to grievance filed by_____

   _____

   Received (Date) _____

   Topic _____

2. Hearing held? Yes _____ No _____

   Hearing Date _____

3. Principal's decision concerning grievance (Attach copy of original grievance):

   _____

   _____

   _____

   _____

_____ _____
Principal's Signature Date

NORTHWEST LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM #3

(To be used by grievant according to the Grievance Procedure to appeal to the Superintendent the Principal's answer to a grievance).

This is to notify the Superintendent that the undersigned grievant is appealing a decision by the Principal on a grievance originally filed on _____. (Attach copy of original grievance)

Reasons for the grievant's dissatisfaction with the step 2 answer:

_____

_____

_____

_____ _____
Signature of Grievant Date

APPENDIX B-4

NORTHWEST LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM #4

(To be used by the Superintendent according to the Grievance Procedure).

1. Answer to appeal on grievance filed by

   _____

   Received (Date) _____

2. Hearing held? Yes _____ No _____

   Hearing Date _____

3. Superintendent's decision concerning appeal on grievance (Attach copy of original grievance and Principal's answer):

   _____

   _____

   _____

   _____ _____

   Superintendent's Signature Date

APPENDIX B-5

NORTHWEST LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM #5

(To be used by the grievant when appealing a decision by the Superintendent to binding arbitration).

1. Date the decision of the Superintendent was received by the grievant:_____

2. Date of this filing: _____

_____ _____

Grievant's Signature Date

NORTHWEST LOCAL SCHOOL DISTRICT
PERSONAL LEAVE FORM

_____ _____
Date of Request Employee's Name

_____
Assigned Building

Personal leave is defined to mean absence from work to take care of personal business that cannot be conducted except during school hours. When the reason for the request for personal leave is too sensitive or personal for further explanation, the employee may circle #1 and no further explanation for the request will be required, with the understanding that the reason for the request is legitimate personal business that cannot be conducted except during school hours. The employee has the responsibility of notifying the building Principal or designated Supervisor at least forty-eight (48) hours before personal leave is taken, using the personal leave form. In case of an emergency, the advance notification may be waived by the Superintendent.

1. I would like _____ days of personal leave on _____.

2. The reason for this request is identified (circled) below:

   #1 To take care of personal business that cannot be conducted except during school hours or a matter too sensitive or personal for further explanation.

   #2 Illness - not immediate family.

   #3 Funeral.

   #4 Other personal business which must be approved. (Provide an explanation below or on the reverse).

_____
Employee's Signature

_____
Principal/Supervisor

_____ Approved

_____ Disapproved

_____
Superintendent

_____ Approved

_____ Disapproved

Reason for disapproval:

_____

_____

_____

(Some suggested examples of business that cannot be conducted except during school hours are identified below.)

a. Attendance upon the wedding celebration of a member of the immediate family.

b. Attendance upon the graduation ceremonies of a member of the immediate family of the employee from an institution of higher learning.

c. Required attendance by the employee at an institution of higher learning for the purpose of examination, graduation, and/or registration for procuring a degree necessary or appropriate to the duties of the employee.

d. Accompanying to college a son, daughter, or other person in the employee's custody who is attending college.

e. Religious holidays.

f. Attendance upon the departure or return of a husband, son, or daughter from armed services overseas service.

g. Moving from one local residence to another local residence.

h. Required attendance by the employee at any other governmental or professional bureau or office and which office or bureau is not open for business on Saturday.

i. "Acts of God" such as weather or unexpected home calamities.

NORTHWEST LOCAL SCHOOL DISTRICT
JURY DUTY AND/OR REQUIRED COURT APPEARANCE LEAVE FORM

_____ _____
Date of Request Employee's Name

_____
Assigned Building

1. I request _____ days of leave on _____as I have been summoned to court for jury duty, by subpoena, or other form of court process requiring attendance on these dates.

2. It is understood that, in order to be paid for this leave, I must return any payment received for such service or provide a statement that no remuneration was paid.

_____
Employee's Signature

_____
Principal/Supervisor

_____ Approved
_____ Disapproved

_____
Superintendent

_____ Approved
_____ Disapproved

Reasons for disapproval:

APPENDIX B-8

NORTHWEST LOCAL SCHOOL DISTRICT
SICK LEAVE FORM

_____ _____
Date of Request Employee's Name

_____
Assigned Building

Note: The falsification of a sick leave statement by an employee is grounds for suspension or termination of employment. The completion of a sick leave form is required by law.

1. I request _____ days of sick leave from _____ through _____.

2. I am making application for the use of sick leave, which is justified for the following reasons:

   _____ Personal Illness

   _____ Personal Injury

   _____ Pregnancy

   _____ Exposure to Contagious Disease

   Was medical attention required for the above?

   Yes ___ No ___

   If medical attention was obtained, the Superintendent reserves the right to require, upon request, the name and address of the attending physician.

Sick Leave Form (Cont'd)

_____ Illness In Immediate Family

_____ Injury In Immediate Family

_____ Death in Immediate Family

Relationship of family member:_____

_____

Additional comments or explanation if needed:

_____
Employee's Signature

_____
Principal/Supervisor

_____ Approved

_____ Disapproved

_____
Superintendent

_____ Approved

_____ Disapproved

Reasons for disapproval:

APPENDIX B-9

NORTHWEST LOCAL SCHOOL DISTRICT
PROFESSIONAL LEAVE FORM

_____ _____
Date of Request Employee's Name

_____
Assigned Building

This form should be submitted in triplicate to the Principal/ Supervisor and then to the Superintendent. If approved, two (2) copies will be returned to the employee. One (1) copy should be resubmitted to the Treasurer with a reimbursement request form and receipts.

1. I request approval for the following professional leave:

   a. Meeting Title/Name: _____

   b. Meeting Dates: _____

   c. Meeting Location: _____

   d. Sponsoring Organization: _____

   e. Number of days in attendance: _____

   f. Number of night's lodging: _____

   g. Mode of travel: Auto _____ Air _____ Other _____

2. Please write a brief statement below describing your purpose in attending this meeting and the way(s) your attendance will benefit the educational program of the Northwest Local School District.

_____
Employee's Signature

_____
Principal/Supervisor

_____ Approved

_____ Disapproved

_____
Superintendent's Signature

_____ Approved
_____ Disapproved

Reason for disapproval:

NORTHWEST LOCAL SCHOOL DISTRICT
REIMBURSEMENT REQUEST FORM

_____ _____

Date of Request Employee's Name

_____

Assigned Building

This form should be submitted to the Treasurer, with appropriate receipts, when reimbursement for expenses incurred on behalf of the Northwest Local School District is being requested. If the expenses are related to an approved professional leave, a copy of the approved professional leave form must also be submitted with this form. Employees are permitted to receive reimbursement for appropriate expenses not to exceed $250.00 per year, less the daily cost of the substitute ($40 per day), if applicable. Mileage is reimbursed at the Internal Revenue Service (IRS) rate as of the beginning of each school year.

1. I hereby request reimbursement for the following expenses:

Registration fee: $ _____
(Receipt Attached)

Lodging: $ _____
(Receipt Attached)

Meals & Parking: $ _____
(Receipts/Statement attached)

Travel: $ _____
(Auto)

$ _____
(Air - receipt attached)

Total Expenses: $ _____

2. The above expenses were incurred as the result of the following activity:

_____ Approved professional leave (professional leave form attached)

_____ Other - Description

_____
Employee's Signature

_____
Superintendent

_____ Approved

_____ Disapproved

_____
Treasurer

_____ Approved

_____ Disapproved

Reason for disapproval:

APPENDIX B-11

NORTHWEST LOCAL SCHOOL DISTRICT
SEVERANCE PAY REQUEST FORM

Date of Request _____ Employee's Name _____

Assigned Building _____

This form should be submitted to the Superintendent no later than April 1 preceding the employee's intended date of retirement. The Board upon recommendation of the Superintendent may waive submittal of this form before April 1, but action to waive this requirement must be initiated by the employee.

1. I hereby notify the Northwest Local School District of my intent to resign for the purposes of retirement effective _____.

2. In providing this notification, I certify that:

   a. I have not collected severance pay by reason of a previous retirement from an Ohio public agency.

   b. I am eligible for immediate payments from the appropriate State retirement fund/system.

   c. I have not less than ten years of service as an employee of the Board.

3. I understand that my right to severance pay pursuant to this request is conditioned upon my actual retirement from employment.

4. I request that my severance pay be provided:

   a. _____ at the first pay period following retirement, or

   b. _____ at the first pay period in January of the year following the year of my retirement.

_____
Employee's Signature

_____
Superintendent's Signature

Date Received _____

_____
Treasurer's Signature

Date Received _____

NORTHWEST LOCAL SCHOOL DISTRICT
VACANCY PRE-NOTIFICATION FORM

(Please submit a separate form for each area of interest.)

Date of Request

Employee's Name

Assigned Building

I wish to be considered for the following teaching position(s), should it become available in the Northwest Local School District.

Grade Level or Subject Area Desired

Current Certification

Length of Time Request Should Remain in Effect (i.e., current school year, indefinitely)

Employee's Signature

Superintendent's Signature

NORTHWEST LOCAL SCHOOL DISTRICT
ALTERNATIVE PROJECT

Alternative Projects are to be presented to their immediate supervisor by November 1st. Examples of projects might include: introduction of a new unit, implementation of a new instructional strategy, a self-appraisal process using audio, video, staff or student feedback, etc.

Staff Member _____ Date _____

Building Assignment _____

Project Name _____

Project Timeline _____

Below, provide a brief description of your project:

What is your expected goal or outcome in this project?

How did this project provide help or growth to you or the students you is taught?

*Additional Notes: _____

Staff Member Signature _____ Date _____

STAFF MEMBER'S SIGNATURE SIMPLY MEANS PROJECT WAS COMPLETED AND FILED WITH THE IMMEDIATE SUPERVISOR. ALL APPROPRIATE DOCUMENTATION IS INCLUDED/ATTACHED TO THIS COVER PAGE.

Three (3) copies - one to employee, one to supervisor and one for personnel file.

NORTHWEST LOCAL SCHOOL DISTRICT
IN-SERVICE DAY FORM

Date of Request _____ Employee Name _____ Assigned Building _____

This form should be submitted in triplicate to the Principal of your assigned building. If approved, one copy will be returned to the employee, one to be kept in the principal's file, and one to the Treasurer to insure payment for the required 5-1/2 hours of In-Service.

1. I request approval for the following:

   a. Meeting Title/Name: _____

   b. Meeting Date: _____

   c. Meeting Location: _____

   d. Sponsoring Organization: _____

   e. Number of hours in attendance: _____

2. Please write a brief statement below describing your purpose in attending this meeting and the way(s) your attendance will benefit your performance in the educational program of the Northwest Local School District.

Employee Signature _____ Principal Signature _____

Approved _____ Disapproved _____

After approval and attendance at in-service program, show verification below:

Verification:

Employee Initial	Principal Initial	Hours of In-Service
_____	_____	_____

IN-SERVICE ON YOUR OWN

In an effort to make in-service more relevant and commensurate with teachers' needs, we have developed these guidelines for teachers to have the opportunity to customize their own in-service experience.

There are four teacher in-service days. Two of these days are allotted for the opening and closing of school. Traditionally, the other two have been scheduled during the school year and consisted of planned programs. Beginning with the 1992-93 school year, there will be one day, in the second semester, of planned programs. The requirement for the other day will be met by each staff member planning their own in-service program outside of the normal 7½ hour workday. This in-service experience must be relevant and related to your area(s) of certification.

Teachers will complete their 184 day contractual agreement by spending 5½ hours in a in-service program selected by them and approved by their building principal. They can attend a single program of at least 5½ hours in length or different in-service activities totaling 5½ hours. The in-service requirement must be met on an annual basis from June 1 to May 31.

Teachers will submit to their building principal a request form with a description of the in-service activity they plan to attend. After it has been approved and they have attended the in-service program, they submit verification of attendance showing that they have met the in-service requirement.

During vacation, if you find a program that qualifies for in-service on your own, it is incumbent upon you to obtain prior approval from your building administrator. If the building administrator is not available, it is your responsibility to contact the superintendent by telephone or fax for prior approval.

Teachers that do not complete all or part of the 5½ hour required in-service time will have that amount deducted from their pay in June. Each building principal will submit a list of partial or non-completes to the treasurer on or about June 1 each year.

Individual school buildings may develop and offer in-service opportunities within their building or in conjunction with other buildings. The district may offer in-service opportunities during the school year.

Staff members may also attend workshops or seminars offered for college credit or C.E.U.'s and have them apply to in-service hours provided they are not receiving reimbursement from Northwest Local School District and it is not used to secure a future pay scale increase.

The treasurer will forward a copy of the list of reimbursement for college credit to the appropriate administrator. The administrator will then cross-reference the reimbursement list, with the list of in-service credit.

The following may not be used to fulfill the in-service requirement:

. . . Paid school days
. . . Professional leave
. . . Vacations

We hope this program provides each teacher with the opportunity to attend helpful, fulfilling and educational in-service that meet their individual needs and interests.

Revised Date: 1994

NORTHWEST LOCAL SCHOOL DISTRICT
REQUEST FOR CERTIFIED/LICENSED EMPLOYEE'S INCENTIVE REIMBURSEMENT FOR COLLEGE CREDIT POST-MASTER'S DEGREE APPROVAL FORM
(Submit In Duplicate)

Name of Employee **Date of Request**

The Northwest Local Board of Education has agreed to reimburse certified/licensed employees $50.00 per quarter hour or $65.00 per semester hour toward graduate credit if all proposed course work meets the following requirements:

A. Prior approval of the Superintendent must be requested and received.
B. Evidence that this course is part of an approved program as verified by a university advisor and this course relates to the teacher's assigned or anticipated areas of responsibility at Northwest Schools;
OR
C. Evidence that this course is necessary for continued teaching or job related certification;
D. Evidence of satisfactory completion of course, fees paid, and credit hours taken.

Request for approval form may be obtained in your Principal's office or Superintendent's office. Maximum of one (1) course beyond the Master's degree during each calendar year may be approved by the Superintendent. Teachers will be reimbursed for summer sessions only if they are employed at Northwest the following year. This does not include employees on leave.

University _____
Course Title _____
Quarter _____ Semester _____

Master's Degree Completed?
Yes ___ No ___

Date Course will take place _____

Brief Description of course (If additional space is required, use back side.)

Educational Field in which the individual is taking credit hours _____

CREDIT HOURS #_____

COST PER CR. HR. $_____

TOTAL PD. BY BD. OF ED. $_____

****

I hereby approve the course to be taken:

Principal: Yes _____ No _____ (Principal initial)

Superintendent: Approved _____ Refused _____

****

I certify that the above named teacher has met all the requirements for tuition reimbursement and do hereby authorize the Treasurer to make payment.

_____
Superintendent

Revised March, 2003

NORTHWEST LOCAL SCHOOL DISTRICT
REQUEST FOR CERTIFIED/LICENSED EMPLOYEE'S
COLLEGE CREDIT APPROVAL FORM
(Submit in Duplicate)

_____ _____
Name of Employee **Date of Request**

The Northwest Local Board of Education has agreed to reimburse certified/licensed employees $2,000.00 upon completion of their Master's Degree or 30 graduate semester hours (45 quarter hours) if all proposed course work meets the following requirements:

A. Prior approval of the Superintendent must be requested and received.
B. Evidence that this course is part of an approved program as verified by a university advisor and this course relates to the teacher's assigned or anticipated areas of responsibility at Northwest Schools; OR
C. Evidence that this course is necessary for continued teaching or job related certification.
D. Evidence of satisfactory completion of course and credit hours taken.
E. Must have completed five (5) consecutive years of service within the school district and must be presently employed by the school district.

Reimbursement will be paid after all necessary paperwork and forms are completed. Request for approval form may be obtained in your Principal's office or Superintendent's office.

University _____ Master's Degree Completed?
Yes _____ No _____

Course Title _____
Quarter _____ Semester _____

Date Course will take place _____

Brief Description of course (If additional space is required, use back side.)

Educational Field in which the individual is taking credit hours _____

CREDIT HOURS #_____

* *

I hereby approve the course to be taken:

Principal: Yes _____ No _____ (Principal initial)

Superintendent: Approved _____Refused _____

NORTHWEST LOCAL SCHOOL DISTRICT
REQUEST FOR CERTIFIED/LICENSED EMPLOYEE'S
INCENTIVE REIMBURSEMENT FOR
COLLEGE CREDIT APPROVAL FORM
(Submit in Duplicate)

_____ _____
Name of Employee Date of Request

The Northwest Local Board of Education has agreed to reimburse certified/licensed employees $2,000.00 upon completion of their Master's Degree or 30 graduate semester hours (45 quarter hours) if all proposed course work meets the following requirements:

A. Prior approval of the Superintendent must be requested and received.
B. Evidence that this course is part of an approved program as verified by a university advisor and this course relates to the teacher's assigned or anticipated areas of responsibility at Northwest Schools; OR
C. Evidence that this course is necessary for continued teaching or job related certification.
D. Evidence of satisfactory completion of course and credit hours taken.
E. Must have completed five (5) consecutive years of service within the school district and must be presently employed by the school district.

Reimbursement will be paid after all necessary paperwork and forms are completed. Request for approval form may be obtained in your Principal's office or Superintendent's office.

University _____ Master's Degree Completed?
Yes _____ No _____

Educational Field in which the individual is taking credit hours _____

CREDIT HOURS #_____

TRANSCRIPT RECEIVED: Yes _____No_____
I certify that the above named teacher has met all the requirements for tuition reimbursement and do hereby authorize the Treasurer to make payment.

_____
Superintendent

NORTHWEST LOCAL SCHOOL DISTRICT

ASSAULT LEAVE REPORT FORM

_____ _____

(Date of Assault) (Employee's Name)

_____

(Assigned Building)

_____ Police Report Filed

_____ Medical Attention Sought

Provide a Brief Description of the Assault

_____

_____

_____

_____

_____

(Employee's Signature)

_____

(Principal's Signature)

_____

(Superintendent's Signature)

NORTHWEST LOCAL SCHOOL DISTRICT

TWENTY-SIX (26) PAY PLAN FOR SUPPLEMENTAL DUTY CONTRACTS

_____ _____ _____

Date of Request Employee's Name Assigned Bldg.

Supplemental Duty

I request that my supplemental duty contract pay be paid on the twenty-six (26) pay period plan.

This form must be returned to the Treasurer's office, prior to July 1st, preceding the year in which the supplemental duty contract will be completed.

_____ _____

Employee's Signature Superintendent

_____ Approved

_____ Disapproved

Reason for disapproval:

NORTHWEST LOCAL SCHOOL DISTRICT

REQUEST FOR LUMP SUM SUMMER PAYMENT

Date of Request _____ Employee's Name _____ Assigned Bldg. _____

I request and authorize the Northwest Local School District to pay me the summer balance of my contracted salary in a lump sum payment. This payment will be made in the second payroll check in June.

I understand this request must be received before January 1st of each year. The Northwest Local Board of Education has the sole discretion to honor or refuse this request and shall inform employees of that decision by April 1st of each year.

Employee's Signature _____ Superintendent _____

_____ Approved

_____ Disapproved

Reason for disapproval:

PRE-ADMISSION CERTIFICATION AND CONCURRENT REVIEW

Under the Pre-Admission Certification/Concurrent Review Program, your doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before you are admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Pre-Certification insures that a hospital admission is necessary for the care recommended and that efficient scheduling of service occurs.

How It Works:

If your doctor recommends that you or a dependent enter the hospital for a non-emergency reason, you need to ask your doctor to complete a pre-admission certification form about two weeks prior to the admission.

If your doctor does not fill out the form, the physician's staff can phone the information in to Mutual Health Services at their toll-free CUBE Hotline (1-800-522-2872). You or a family member may also call the hotline to begin the process. A CUBE nurse reviewer will then contact your doctor for the necessary information.

In case of an emergency admission, you, a family member or your doctor should notify the CUBE office within forty-eight (48) hours of the admission. The review of such an admission is called "concurrent review."

The pre-admission certification and concurrent review procedures required for full benefits under your health care plan are described below:

A registered nurse reviewer will review the number of days your physician has recommended for hospitalization. Usually that recommendation is approved without question. In cases where it appears that the length of the admission could be LESS than your doctor recommends, a CUBE physician will contact your physician to discuss the need for an extended stay.

You, your physician and the hospital will be notified in writing of the initial number of days that have been approved for reimbursement.

During the hospital stay, the CUBE nurse reviewer will contact the hospital. If the hospital stay exceeds or is expected to exceed the approved number of days, a CUBE nurse reviewer will contact your doctor to verify the necessity of the additional days.

REMEMBER - If you or your doctor DOES NOT notify CUBE of an admission before a pre-scheduled stay or during a stay after an emergency admission, you will NOT RECEIVE THE FULL BENEFITS OF YOUR HEALTH CARE PLAN. Failure to follow these procedures will result in you paying the first $200 of room and board charges.

INTERVENTION PROCESS

Procedures:

An employee who is identified by his/her immediate supervisor as in need of intervention (See Article 18-C) shall be involved in the following:

1. Meet with immediate supervisor to discuss process options.

   a. who will participate (i.e., administration, Association, resource individuals, etc.)
   b. specific issues to be addressed
   c. procedure to be used
   d. timelines
   e. roles of participants

2. Follow-up meeting(s) shall consist of:

   a. discuss status
   b. review/prescribe strategies
   c. confirm next meeting date

Note: Documentation of the meeting(s) will reflect discussion of a. through e. of the initial meeting and a. through c. of follow-up meetings.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NORTHWEST TEACHERS ASSOCIATION
AND THE
NORTHWEST LOCAL SCHOOL DISTRICT

An on going task force shall be formed to deal with district wide scheduling/use of personnel issues. The task force shall consist of trained NTA members and Administrators. The task force shall act in an advisory capacity to individuals responsible for scheduling.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NORTHWEST TEACHERS ASSOCIATION
AND THE
NORTHWEST LOCAL SCHOOL DISTRICT

July 1, 1998

During interest based bargaining in 1995, the Board and the Association verbally agreed with the concept of monitors being used to perform certain duties (i.e., study halls) formerly performed by teachers. However, a teacher may not be RIF'd due to the use of monitors to perform such duties.

MEMORANDUM OF UNDERSTANDING
Between the
NORTHWEST LOCAL SCHOOL DISTRICT
(Stark County, Ohio)
And the
NORTHWEST TEACHERS' ASSOCIATION
April 2007

Salary

1. 2007-08 School Year:

The BA base, zero step shall be $30,726, effective July 1, 2007.

Contingencies

2. 2008-09 School Year:

a. If the district receives additional non-mandated, recurring school foundation and/or local property and/or school income tax revenue in 2008-09 above the district's projections of $17,353,454, sixty percent (60%) of such increase shall be used to increase the BA base, zero step indexed up to 2%, effective July 1, 2008.

b. If the additional increase in pay is due to the passage of a levy or school income tax in 2008, the increase shall be effective January 1, 2009.

c. Contingency payments shall be made the second pay in July 2009.

3. 2009-10 School Year:

a. If the district receives additional non-mandated, recurring school foundation and/or local property and/or school income tax revenue in 2009-10 above the district's projections of $17,609,795, sixty percent (60%) of such increase shall be used to increase the BA base, zero step indexed up to an additional 2.75%, effective July 1, 2009.

b. If the additional increase in pay is due to the passage of a levy or school income tax in 2009, the increase shall be effective January 1, 2010.

c. Contingency payments shall be made the second pay in July 2010.

4. 2010-2011 School Year:

a. If the district receives additional non-mandated, recurring school foundation and/or local property and/or school income tax revenue in 2010-11 above the district's projections of $17,892,184, sixty percent (60%) of such increase shall be used to increase the BA base, zero step indexed up to an additional 2.75%, effective July 1, 2010.

b. If the additional increase in pay is due to the passage of a levy or school income tax in 2010, the increase shall be effective January 1, 2011.

c. Contingency payments shall be made the second pay in July 2011.

5. The increases listed above shall occur only if it would result in an increase of at least $50 or more on the BA base.

6. The parties will meet each July to review the revenue figures and determine the applicability of these sections.

7. The contingencies in #2, 3, and 4 above will only be effective if both renewal and replacement levies pass, unless the renewal passes and the district receives additional, non-mandated, recurring revenue.

8. The Board shall place a new levy on the ballot at least twice each year until it passes.

9. Insurance Contingencies:

2008-09: If the salary contingencies become effective, the employee share of medical insurances shall increase by an additional one-half percent

2009-2010: If the salary contingencies become effective, the employee share of medical insurances shall increase by an additional one percent

2010-2011: If the salary contingencies become effective, the employee share of medical insurance shall increase by an additional one percent and dental shall be one hundred percent board paid.

10. In any year in which the contingency increases become fully effective, the increases for the remaining years of the contract become effective and the remaining contingencies become null and void.

Line	FY07	FY08	FY09	FY10	FY11
1.010	6,017,737	6,108,003	6,199,623	6,292,617	6,387,006
1.02	521,249	414,702	321,885	234,975	238,500
1.035	9,383,072	9,488,228	9,652,235	9,821,149	9,993,019
1.05	937,827	1,068,289	1,179,711	1,261,054	1,273,659
Total:	16,859,885	17,079,222	17,353,454	17,609,795	17,892,184