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MASTER AGREEMENT

BETWEEN

NORTHWOOD LOCAL BOARD OF EDUCATION

AND

NORTHWOOD LOCAL EDUCATION ASSOCIATION

July 1, 2010 - June 30, 2014

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PURPOSE STATEMENT

The Board, Administration, Teachers and Staff will devote their best mutual efforts to provide the students of the District an excellent education in an environment that promotes the development of responsible young adults equipped with the skills and motivation to contribute positively to the greater community.

ARTICLE 1

RECOGNITION

1.1 Recognition

The Northwood Board of Education, hereinafter “Employer” or “Board,” recognizes the Northwood Local Education Association OEA/NEA Local, hereinafter the “Association,” as the sole and exclusive bargaining representative, for purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, nonsupervisory, personnel [as certified by the State Employment Relations Board], both full- and part-time (50% or more) whether under contract, either verbal or written, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the District performing or to perform any work currently being performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers [K-12, adult, special, vocational, and full-time substitutes], guidance counselors, librarians, media and program specialists, school social workers, attendance officers, coordinators, department heads, athletic directors, visiting teachers, advising or critic teachers, tutors, mentors, and head teachers. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Employer recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

1. The Board, in order to recognize an organization as the exclusive bargaining representative of certified personnel, requires satisfactory evidence that the organization is, in fact, one that represents a majority of such employees (50% + 1).

Provided such satisfactory evidence is submitted by the employees’ organization to the Board prior to October 1st of each year, the Board hereby recognizes said organization as the exclusive bargaining agent for full and part-time (50% or more) certified personnel under regular contract employed by the Board.

2. This recognition shall continue in effect as long as the organization’s paid membership contains more than 50% of the total employees in the bargaining unit.

3. Within the sixty (60) calendar days immediately prior to the expiration of this Agreement, the recognized bargaining representative may cause an election to be held by presenting authorization cards signed by at least 40% of the total membership of the bargaining unit. In any such election, there shall be a provision to choose “no union” and a majority of those voting shall be required for recognition.
4. Exclusions:
 - a. The Association shall not serve as a representative body for the Superintendent, Principals, other Administrative personnel as defined in 4117, noncertified positions or certified personnel employed 49% or less of a contract.
 - b. The Association shall provide the Board with the following information by June 1st of each year:
 1. The name and mailing address of the organization.
 2. The name and address of each area, state and national organization with which it is affiliated.
 3. The name and title of each officer in the organization.
 4. The name of the chairman of the Professional Negotiations Committee.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 Management Rights

Except as herein limited by the expressed terms of this Agreement, it shall be the right and responsibility of the Employer to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of operations;

4. Determine the overall methods, process, means or personnel by which operations are to be conducted;
5. Suspend, discipline, demote or discharge, lay off, transfer or assign, schedule or promote or retain employees for just cause;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a government unit;
10. Any and all rights, power and authority the Employer had prior to entering into this Agreement with the Association are retained exclusively by the Employer except as expressly abridged, delegated, or granted, or modified by this Agreement.

ARTICLE 3

NEGOTIATION PROCEDURES

3.1 Procedures

- A. Inaugurating steps to Agreement:
 1. A written request for meeting will be submitted by the Association to the Superintendent or by the Superintendent to the President of the Association. Neither party is obligated to negotiate sooner than ninety (90) days prior to the expiration of the Contract.
 - a. The subject matter by title to be considered will be specified in writing.
- B. Meetings between the Association's Professional Negotiation Committee and the Board or the official representative(s) will be scheduled for an agreed-upon time within fifteen (15) days after the date of the request for a meeting unless a mutually satisfactory later date is agreed upon:
 1. Relevant data and supporting information, proposals and counter-proposals will be presented.
 2. Consultants may be used by either party.

3. Mediators from the Federal Mediation and Conciliation Service (FMCS) may be brought in by either party to work with both sides in an attempt to reach agreement.
4. Representation shall be limited to four (4) representatives from the Board and four (4) representatives from the Association's Professional Negotiation Committee and each team's attorney or OEA representative.

C. Reporting:

1. When the participants reach a consensus, a joint report will be prepared and presented to the Board by the chief negotiator of the Board and the Association.
2. In the event a consensus is not reached, reports may be presented to the Board and to the Association by the spokesman for either group.

D. Action:

1. When a joint report is presented and the Board accepts the report, the recommendations of the report will be put into effect by the Superintendent.
2. In the event that agreement is not reached, either the Board or the Association may request that a Panel of Specialists be formed. This panel will be formed within fifteen (15) days unless both parties agree to a later date.
 - a. The Panel of Specialists will be formed in the following manner:
 1. The Board will select one (1) member;
 2. The Association will select one (1) member;
 3. These two (2) members shall select a third member who will serve as chairman. In the event the two (2) panel members are unable to agree on a chairperson within the prescribed time line (fifteen (15) days), a request shall be made with the American Arbitration Association to supply a list of seven (7) arbitrators to each of the panel members. The arbitrators so listed must be able to serve within ten (10) days of such selection. The AAA tribunal administrator shall have the authority to go to the next available arbitrator's name when assigning the seven (7) names in the event of unavailability. The panel members

shall select the chairperson from said list by the alternate strike method.

- b. This panel will have the authority to hold hearings and confer with any parties deemed advisable in seeking to effect a recommendation to the Board and the Association. The written report of the panel shall be made available to each party to the dispute within fourteen (14) days of the hearing.
- c. All hearings by this panel shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- d. Whatever conclusions that the panel might reasonably arrive at can only be advisory, in the nature of a recommendation, to the Board and the Association.
- e. Within fourteen (14) days of receiving the report of the panel, the Association and Board shall vote to accept or reject the report and notify the other within five (5) days of their decision. This will terminate the alternate dispute resolution. Any party not so notifying the other party in writing within five (5) days, shall be deemed to have accepted the report of the Panel.

3.2 **Costs**

- A. The costs for the services of the panel, including per diem fees, actual and necessary travel and subsistence expenses shall be borne equally by the NLEA and Board.
- B. In each case, when mutually agreed upon, expenses may be shared equally by the Board and the Association.

ARTICLE 4

ENTIRE AGREEMENT CLAUSE

4.1 **Entire Agreement Clause**

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

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 Definition

A grievance is defined as an alleged violation of a specific article or section of this Agreement or the application of or the interpretation of Board of Education policies by a teacher, teachers or the NLEA. If any such grievance arises, there shall be no stoppage or suspension of work of the employee(s) because of such grievance. All grievances shall be submitted on the prescribed form which shall be available in each building office.

The term “Grievant” means a teacher, teachers or the NLEA.

Day shall mean workday for the purposes of the grievance procedure.

5.2 Purpose and Process

The purpose of the grievance procedure is to secure a solution to a problem. Before a grievance is filed, the grievant shall meet with his/her immediate supervisor in an attempt to resolve the problem. The parties are to meet confidentially, one to one, and discuss the problem.

5.3 Formal Process

In the event a problem is not resolved at the informal level, the person making the complaint may file a grievance. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further consideration of the grievance, and any administrator’s failure to give a decision within the time limits prescribed for one (1) level permits the grievant to proceed to the next level. The limits, however, may be extended by mutual agreement.

Step 1

A grievance must be filed with the Principal or appropriate administrator within twenty (20) days of the alleged grievance having occurred. Within ten (10) days, the Principal or appropriate administrator shall meet with the grievant to resolve the grievance. A representative of NLEA may accompany the grievant in any grievance hearing. The Principal or appropriate administrator shall indicate his/her disposition of the grievance in writing within ten (10) days after meeting with the grievant and shall forward a copy to the grievant.

Step 2

In the event a grievance has not been satisfactorily resolved at Step 1, the grievant may file, within ten (10) days, a copy of the grievance report form with the Superintendent of Schools. At this time, the appropriate administrator must be served written notice of this appeal by the grievant. The Superintendent shall conduct the hearing or designate an appropriate administrator to conduct the hearing on the written grievance at which time information may be presented by the grievant and person against whom the grievance was filed. This hearing shall be held within ten (10) working days after the receipt of the grievance by the Superintendent. The Superintendent and/or the designated administrator shall render a decision, in writing, within ten (10) days following the hearing. Copies of the written decision shall be forwarded to the grievant and the Building Principal or other appropriate administrator and president of NLEA. The grievant may be accompanied by a recognized NLEA officer, a building representative or OEA representative.

Step 3

If the grievance has not been satisfactorily resolved at Step 2, the grievant may file, within ten (10) days, a copy of the appropriate grievance report form with the Board of Education. Said copy shall be sent to the Superintendent, President of the Board of Education and Treasurer of the Board of Education. The Board of Education, no later than its next regular meeting or ten (10) working days, whichever shall be later, will hold a hearing on the grievance. The session shall be in executive session unless the grievant chooses otherwise. The hearing shall be conducted through submission of oral presentation at Board level. A member of the Board of Education will preside over the deliberations. Due process will be provided. Disposition of the grievance, in writing, by the Board of Education, shall be made no later than ten (10) working days thereafter. A copy of such disposition shall be forwarded to the grievant, Building Principal, designated central office administrator, and President of NLEA. The grievant may be accompanied by a building representative or a recognized officer of NLEA, OEA representative or a person of their choice.

In the event the grievant and/or NLEA disagrees with the disposition of the Board of Education, they must notify the Board within ten (10) working days of their intent to petition for binding arbitration.

Step 4 applies only to the language of this negotiated agreement. All other grievances shall terminate at Step 3.

Step 4

- A. Selection of the arbitrator shall be by mutual agreement by representatives of both parties. If agreement cannot be reached within ten (10) days of request of the hearing, either party or the parties jointly may petition the American Arbitration Association to provide a list of seven (7) arbitrators. Either side may reject any

list in its entirety. Selection of the arbitrator shall be pursuant to the rules of the American Arbitration Association.

The individual selected by the parties to be the arbitrator of record for each case must issue a decision within thirty (30) calendar days after the last hearing date or the deadline for submission of post-hearing briefs (whichever is later).

- B. The parties recognize that the Board of Education is legally charged with the responsibility of operating the school system. The sole power of the arbitrator shall be to determine if the terms of this Agreement have been misinterpreted or inequitably applied, and the arbitrator shall have no power or authority to make any decision which modifies, alters, or amends the terms of this Agreement or which is a violation of the terms of this Agreement. The arbitrator shall not substitute his/her judgment for that of the Board, except in the following circumstances:

“Where the issue before the arbitrator involves the interpretation of the terms of this Agreement.”

- C. The decision of the arbitrator shall be submitted to the Board and to the Association and, subject to the law and the foregoing stipulation of this Agreement, shall be final and binding in respect to the interpretation, meaning or application of any provision of this Agreement.
- D. The expenses and compensation of the arbitrator shall be solely paid by the group whom the decision is rendered against.
- E. The hearing shall be scheduled as soon as possible.

5.4 **General Provisions**

1. The time limits provided for in the grievance procedure shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.
2. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure, except that the Association will be informed of any result that affects the Agreement.
3. Any grievance must be filed on the authorized grievance form agreed to between the parties. Such form must provide for naming of the alleged violation and shall state the contention of the employee and shall indicate the relief requested.

4. Any grievance not advanced to the next step within the time limit for that step shall be deemed resolved by the Administration's last answer.
5. Any grievance not answered by the Administration within the time limit for that step shall permit the grievant to proceed to the next step of the grievance procedure.
6. All grievance hearings will be scheduled during teacher conference times when possible.
7. No reprisal of any kind shall be taken by or against any participants in the grievance procedures by reason of such participation.
8. Days referenced in the grievance procedure shall mean working days. Workday shall be defined as all days in the elementary/secondary school year in Article 12, except days on which schools are closed under Article 27.

5.5 **Prescribed Grievance Procedure Forms**

All grievances, responses and dispositions processed under the Grievance Procedure provision of this labor agreement shall utilize the prescribed grievance forms included in Appendix A to this Agreement.

ARTICLE 6

AGENCY SHOP (FAIR SHARE FEE)

6.1 **Fair Share Fee**

Each employee, not enrolling as a member, covered by this Agreement shall be required as a condition of employment to pay the Association a Fair Share Fee equal to the dues of the United Education Profession. The United Education Profession includes: NEA, OEA, NWOEA, and NLEA. Effective September 1, 1985, however, all those employees covered by this Agreement and who are not dues-paying members of the Association, shall be assessed the Fair Share Fee.

The Board will provide a payroll deduction for professional dues upon receipt of a list submitted by the NLEA by September 15th of each school year. Deductions shall be made in twenty-five (25) equal installments beginning with the first full pay period after the list is submitted. Staff members choosing to be fee payers shall have the deduction of the fees to begin in equal installments with the first pay period that follows January 15 each year for the balance of the contract year. The NLEA and its membership shall hold the Board harmless for any unauthorized deductions.

The Board agrees to furnish the Association with a name list and amount of fees/dues deducted. The Board also agrees to promptly transmit all amounts deducted to the Association.

Upon timely demand, nonmembers may appeal to the Association the payment of the Fair Share Fee pursuant to the internal procedure adopted by the Association, or such nonmembers may submit such appeals as provided by law.

The Association agrees to notify all nonmembers of their right to become members of the Association during the month of September.

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the United Education Profession, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods for the balance of the contract year that follow the January 15 date noted above.

The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent certificated staff members in the bargaining unit represented by the Association.

Within the contract, certificated teachers should be known as certificated/licensed teachers.

ARTICLE 7

NO STRIKE - NO LOCKOUT

7.1 **No Strike - No Lockout**

There shall be no strikes, slowdowns, or work stoppages during the duration of this Agreement. There shall be no lockout during the term of this Agreement.

ARTICLE 8

CONFLICT WITH THE LAW

8.1 **Conflict with the Law**

If any provision of this document, or any application of a provision of this document, or any agreement reached under its term, conflicts with any federal or state law, now or hereafter enacted or issued, such provisions, (only to the extent such provisions, application or agreement are in conflict with any federal or state law)

application or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

ARTICLE 9

WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT

9.1 **Waiver of Negotiations During Term of Agreement**

The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any subject matter within the scope of negotiation. This Agreement was reached after the exercise of that right and opportunity by the parties.

Therefore, for the life of this Agreement, the Board and the Association each voluntarily and unqualifiedly waive the right to negotiate as well as agree that the other party shall not be obligated to negotiate any subject or matters:

- a. to which reference is made in this Agreement, or
- b. which is covered in this Agreement, or
- c. which is not specifically covered or to which reference is not made in this Agreement.

This right is waived even though such subject or matters may not have been within the knowledge or contemplation of either/or both of the parties at the time they negotiated and signed this Agreement.

This Article shall not prohibit negotiations over any subject or matter which the Board and the Association mutually agree to negotiate. Upon mutual consent of the parties to modify this Agreement, negotiations will commence not more than fifteen (15) school days thereafter. The negotiations procedure detailed in Article 3 of this Agreement will be adhered to.

If necessary to comply with the requirements of state regulations regarding Continuous Improvement Plans, Local Report Cards or Proficiency Testing, the Board and the Association agree to negotiate upon demand by either party regarding any changes in wages, hours or terms and other conditions of employment that may be required to comply with said requirements.

All tentative agreements will be reduced to writing and signed by both parties and made part of this Agreement upon ratification by the Association and subsequent approval by the Board of Education.

ARTICLE 10

AVAILABILITY OF THE AGREEMENT

10.1 Availability of the Agreement

The Board will make available to the Association an electronic copy of the completed Agreement. An electronic copy of this Agreement shall be sent to the Association via e-mail or on a disk. The Board shall provide the NLEA with twelve (12) copies of the Agreement.

ARTICLE 11

TEACHER WORKDAY

11.1 Teacher Workday

- A. Workday for members of the bargaining unit shall be seven hours and twenty minutes, as follows:

	<u>Teacher Workday</u>	<u>Student Contact Time*</u>
Elementary Buildings	8:00 - 3:20	6 hrs. 25 min.
Middle School Building	7:20 - 2:40	6 hrs. 40 min.
High School Building	7:20 - 2:40	6 hrs. 45 min.

*Not to exceed stated amounts.

Included during the duty day for teachers will be a minimum of thirty (30) minutes duty-free lunch period. Elementary faculty members shall not be assigned recess duty.

- B. Changes that may occur that may lessen the workday, due to a change in the length of periods or changes in bus scheduling, where applicable, will be the responsibility of the building administration with the approval of the Superintendent.
- C. Each teacher shall have planning time of no less than 240 minutes per week. High School teachers shall have no less than one period per day during the student day. Elementary teachers will have individual, daily, consistent planning time during the specials consisting of a combination that will include art, library, music and/or physical education.

- D. Any changes that impact on increasing the workday will be done by mutual consent of the Board of Education and NLEA during the term of this Contract.
- E. In the spring of 2013, the Superintendent and/or his designee and the NLEA will discuss whether additional meeting/conference time is needed to prepare for curricular design changes that are identified by the Ohio Department of Education.

ARTICLE 12

TEACHER WORK YEAR

12.1 Teacher Work Year

The work year for all members of the bargaining unit shall be one hundred eighty-five (185) days. Of these days, one hundred eighty-one (181) days will be for the purpose of instruction.

In April of each year, the Superintendent will submit two (2) calendars for the upcoming school year(s). The faculty will vote on the two (2) calendars. A building representative from each building will submit the results of the voting to the NLEA President who shall submit the results to the Superintendent. Both parties agree that the voting in no way binds the Superintendent nor the Board of Education in adopting a school calendar.

In the event a two-year or multi-year calendar is adopted, the multiple calendars will be voted on by the faculty.

In the event a teacher agrees to attend summer in-service training sponsored by the District and/or approved by the Superintendent, he/she shall be compensated at the rate of the then current per diem rate of pay for substitute teachers.

In the event a teacher participates in a program or activity which includes a stipend or other compensation by a third party, the teacher may choose to take either the third-party stipend or the District compensation. If the District compensation is chosen, the third-party stipend is forfeited to the District.

12.2 **Elementary/Secondary School Year**

Purpose	Days
Instruction _____	181
Orientation _____	.5
Teacher Workday	1
Records _____	1.5
In-Service _____	<u>1</u>
 Total Days	 185

One full Records Day shall be scheduled following the conclusion of the first semester examinations and a one-half Records Day shall be scheduled at the end of the year. In the event that Records Day is canceled because of inclement weather, the Records Day shall not be reinserted into the existing calendar.

The distributed school calendar shall include a notation advising parents that the Records Day is subject to change.

Instruction days may be devoted to parent-teacher conferences as set forth herein. At the elementary school level, two parent-teacher conferences may be scheduled in the first semester, and one in the second semester. At the high school level, one parent-teacher conference may be scheduled in the first semester, and one in the second semester. It is recognized that parent-teacher conferences must include both evening and morning sessions, provided that the time allocated for each round of parent-teacher conferences shall be substantially equal to a day of instruction. The Building Principals, with input from the teaching staff, will coordinate scheduling of the parent-teacher conferences at the elementary school and the high school.

ARTICLE 13

TEACHER FACILITIES

13.1 **Smoke-Free Work Environment**

Smoking shall not be permitted in any school, on school premises or in any other buildings, facilities or vehicles owned or used by the School Board, regardless of whether school is in session or students are in attendance.

ARTICLE 14

OPEN HOUSE

14.1 **Open House**

Each teacher is to attend the Open House for parents and guardians conducted each fall in his/her assigned building. Part-time teachers, as well as teachers on job sharing arrangements, shall be expected to attend the fall Open House. Traveling teachers will be required to attend an Open House in only one of their assigned buildings.

1. The Open House shall not exceed two (2) hours in length.
2. The Principal may excuse the teacher from attending Open House if he/she is not able to be excused from attending a graduate class on the evening of Open House or is attending a school function of his/her own child on that evening. The Principal may also excuse the teacher from attending Open House for any other valid reason substantiated in writing.

ARTICLE 15

CLASS SIZE

15.1 **Class Size**

It shall be a mutual goal of both parties to keep class sizes reasonable and manageable. Excluding band, choir, physical education, study hall and any special class that may be more than thirty (30), the following recommendations are encouraged:

Kindergarten through grade 5	-	25 or less
Grades 6 through 12	-	30 or less

The ratio of teachers excluding educational services personnel, as determined by the State Minimum Standards, to pupils on a district-wide basis should be 25-1.

The aforementioned recommendations are not binding or grievable to either party.

If it appears in the upcoming school year that any one class size will exceed these numbers, a meeting will be held between the Superintendent, Building Principal, the teacher involved and one representative of the NLEA. This group will find a solution such as an additional class, a split-grade assignment, utilization of an aide or other innovative ideas.

The Northwood Board of Education will maintain at least five (5) Educational Service Personnel per 1,000 full-time students. The State Minimum Standards shall

include, but not be limited to, elementary school art, music and physical education teachers, counselors and librarians.

ARTICLE 16

ENFORCING PUPIL BEHAVIOR POLICIES

16.1 Enforcing Pupil Behavior Policies

Each employee will be provided copies of the policies and regulations concerning pupil behavior. The employees will be instructed by the building administrator on their duties and responsibilities in regard to disruptive pupil behavior.

An employee may remove a disruptive pupil from the classroom when the employee judges the pupil's behavior to be disruptive of the instructional program. As soon as possible thereafter, the employee will notify the building administrator of the reasons surrounding the need to remove the disruptive pupil from class.

ARTICLE 17

ADMINISTRATION OF MEDICAL PROCEDURES

17.1 Administration of Medical Procedures

Members of the Association shall not administer medication to a student or perform medical procedures, other than basic first aid and appropriate emergency medical assistance which individuals have been certified or properly trained to provide prior to arrival of administrative or medical personnel. Teachers shall be asked at the beginning of each academic year to provide updated information on medical training or certification they have received. Examples of medical procedures that shall not be performed by staff members will include, but will not be limited to, the following: administering medication of any type; administering food or medicine through an intravenous tube; maintaining a catheterization; and administering injections.

ARTICLE 18

EMERGENCY PERIOD SUBSTITUTES

18.1 Emergency Period Substitutes

In the event regular substitutes are not available, the professional staff members may volunteer to serve as period substitutes, during their regularly scheduled preparation periods. In the event an insufficient number of professional staff members volunteer to

serve as period substitutes, professional staff members may be assigned by the Principal to serve as period substitutes. Professional staff members serving as emergency period substitutes shall be compensated at the hourly tutor rate.

1. Requests for period sub situations shall be made as far ahead as possible.
2. Substitutions shall be made within the professional staff member's department when possible.
3. Period substitutions shall be distributed as equally as possible among those professional staff members desiring to serve as substitutes. A list of teachers desiring to serve as emergency period substitutes will be maintained in the Principal's office.

ARTICLE 19

LEAVING THE BUILDING

19.1 Leaving the Building

Employees may leave the building with prior notification and approval of the Building Principal or his/her designee.

ARTICLE 20

DISCIPLINE/COMPLAINTS

20.1 Discipline

For good and just cause, the administration may take disciplinary action against any teacher. The District Administration shall immediately notify a teacher whenever there is a reasonable belief that the District may be required by law to report any action, investigation or final disposition related to the discipline of a teacher to the Ohio Department of Education (ODE). The teacher will be notified if a report is submitted to ODE.

Step 1: Verbal Reprimand Procedure

1. Review of request, rule, complaint, policy or regulation will be made which is the basis for the disciplinary action.
2. The action or failure on the employee's behalf to comply with (1) above will be stated.
3. It will be stated that a verbal reprimand or warning is being issued.

4. The expectation of the employee will be emphasized.
5. Intervention steps will be offered to the employee.
6. It will be understood that failure to comply in the future will warrant further disciplinary action.
7. A written record will be made of date, time and action of the verbal reprimand on appropriate form and signed by the employee and administrator. A copy will be given to the employee and will be kept in a file other than the employee's personnel file in the Central Office.

Step 2: Written Reprimand Procedure

1. Facts, such as date, time and place and actions of the individual warranting discipline, will be stated.
2. The regulation, rule, conduct, policy, procedure or order violated or breached will be given.
3. It will be stated that this is a written reprimand.
4. It will be stated that, if the employee does not improve, he/she will be subject to further disciplinary action, up to and including termination.
5. A copy will be given to the individual in person and a copy placed in his/her personnel file.
6. The employee will be permitted to attach a letter or rebuttal to the written reprimand.

Files:

After two (2) years, a written reprimand on file shall not be the basis of future disciplinary action provided there has been no further reoccurrence of the same offense in the previous two (2) years. Further, after three (3) years, any documentation of discipline which has not reoccurred will be removed from the teacher's personnel file and placed in a District discipline file that is not identifiable to that teacher by name.

20.2 Reservation of the Right to Terminate

Nothing herein shall preclude the Board of Education from instituting contract termination proceedings pursuant to 3319.16 and 3319.161 of the Ohio Revised Code when in the sole and exclusive discretion of said Board it is determined that such action is

warranted. Should termination procedures be commenced against any teacher regarding his/her work performance, the teacher will be afforded all due process guarantees outlined in Chapter 3319.16 of the Ohio Revised Code.

20.3 Complaints

All written complaints concerning a teacher's work performance will be sent to the teacher affected. The teacher will be given the opportunity to resolve the complaint with the person making the complaint. The attempt to resolve the complaint may be done between the teacher and the parent or at a meeting with the teacher, the parent, and the appropriate administrator if the teacher or parent requests the administrator be present. If the meeting takes place between the teacher and the parent without an administrator present, the teacher will make a written report to the principal with respect to steps taken to resolve the complaint and the teacher and principal will meet to discuss the complaint, if requested by either party. Complaints that have been substantiated and were not settled at the teacher level may be used by the District administration in taking disciplinary action against a teacher as outlined above in Section 20.1 of this Article.

ARTICLE 21

EMPLOYEE EVALUATION

21.1 Employee Evaluation

Evaluations of employees will be based on objective observation of the employee's work performance. All evaluations will be conducted openly with the full knowledge of the employee. All evaluations will be performed by the employee's immediate supervisor.

Employees will be given a copy of report(s) created as a component of the evaluation procedures. Such copy will be provided to the employee within five (5) working days of the completion of the evaluation. A mutually agreeable date and time will be arranged so that the supervisor and the employee may meet to discuss the evaluation. The meeting will be arranged as soon as possible. The employee will be able to attach written responses to the evaluation which shall be included in the file copy.

Any evaluation that is less than satisfactory must be accompanied by specific recommendations for improvement. Such recommendations will include reasonable expectations to be met by the employee prior to the next evaluation.

All continuing contract employees may be evaluated only every third year by January 31. Should performance issue(s) be identified in the needs improvement category on the evaluation form, suggestions for improvement(s) will be provided in writing by the administrator along with a follow-up observation that same school year to monitor progress. In the event the follow-up observation indicates the employee has not

improved the performance issue(s) identified from the initial evaluation, the employee will be evaluated on these same performance issue(s) in the subsequent year(s).

Should a continuing contract employee be involved in the above process, it is understood the continuing contract employee will be evaluated again three years from the initial evaluation.

- A. The District will use the evaluation procedure and form based on the work done by the Evaluation Committee in 2008-2009. Beginning in January, 2012, the NLEA and the Administration will meet with equal representation to perform the Analysis as provided on the ODE website to determine changes necessary to the NLS Evaluation Procedure that need to be made so that the policy conforms to the framework for the evaluations as developed by the State BOE.
- B. When the state completes its piloting and has adopted the final Evaluation Process (date TBA), a final ODE Analysis will be completed by the committee and any final changes necessary to bring the NLS Evaluation process in line with the state adopted Evaluation Process will be completed by the committee and then recommended for approval by the BOE. In the event the Board rejects or chooses not to adopt the process recommended by the committee, the matter shall be returned to the committee for further deliberation, during which time the District will continue to utilize the current procedure and form. Upon adoption by the Northwood Local Board of Education, the Evaluation Process and Forms will become a part of the current Master Agreement, but it shall be agreed that either party shall have the right no more often than once per year to demand that these matters be reopened for discussion.
- C. If the effective date of adoption of the state Teacher Evaluation Process is extended beyond July, 2013 by the State Legislature, this article will continue to apply until the formal effective date adopted by the state.

ARTICLE 22

CLASSROOM WALKTHROUGH

22.1 Classroom Walkthrough

The primary purpose of the Classroom Walkthrough (CWT) is to help administrators become more effective instructional leaders. The CWT provides administrators with a structure for seeing the important elements and patterns of effective instructional practice throughout the school building and District.

The CWT process helps administrators identify high quality, effective instructional practices as a means to improve the delivery of the building and District's standards-based educational program. Since the purpose of the CWT is to identify effective instructional practices and not single out teachers, information collected will be only reported in aggregate by building and District. CWT data provides an opportunity for the educational professionals to engage in reflection, collaborative inquiry and dialogue with one another about effective instructional practices and student learning.

Since the primary purpose of a CWT is non-evaluative in nature, data collected during the CWT will not be a part of individual teacher evaluations.

Administrators are encouraged to share CWT data with their respective faculties on a regular basis. Additionally, CWT data will be utilized to monitor the implementation of the District's Professional Development Program.

Beginning with the 2010-2011 school year, the teacher members of the District Leadership Team will be NLEA members and will be appointed by the NLEA President. Two teachers from each building will serve on the committee. The committee shall strive to reach decisions by consensus. In the event that the committee is unable to do so in a particular case, decisions will be made by majority vote and the voting members shall consist of the teachers and a lesser number of administrators. A form to be used for Walk-Throughs will be developed by the District Leadership Team. After development and majority agreement of the form by the DLT, it will be available for staff review on the District website and either a paper copy or an electronic version of the form may be used by administrators.

ARTICLE 23

PERSONNEL FILE

23.1 Personnel File

Employees will have the right to review the contents of their personnel file and to receive, at their own expense, a copy of documents contained therein. The employee will not be permitted to copy material of a confidential nature as prescribed by law. The employee will be entitled to have an Association representative accompany him/her during such review, if he/she so requests.

Employees will be able to attach a brief written statement to material placed in their personnel files. No unsigned or anonymous material will be placed in an employee's file.

An employee will be notified any time a public records request is made to review the employee's personnel file. An employee's personnel file shall contain a record indicating the date upon which a request was made to inspect such file and the name of

the person making the request, if volunteered, except in the case of requests by school personnel who need to have access for administrative purposes. Before any record in an employee's personnel file containing an employee's home address, telephone number or Social Security number is made available for inspection or copying, such personal information shall be redacted from the record.

ARTICLE 24

NOTIFICATION OF ASSIGNMENT

24.1 Notification of Assignment

Each employee will receive a written notification of assignment for the next school year by the last day of school of the current school year.

24.2 Change in Assignment

Any changes in assignment after August 1 preceding the new school year which involve a new preparation shall result in a payment of one (1) day at the per diem rate for each teacher whose assignment has been changed.

ARTICLE 25

VACANCIES AND TRANSFERS

25.1 Vacancies

The Employer recognizes that it is desirable in making assignments to vacant and new positions to consider the interests and aspirations of bargaining unit members. Vacancies occurring within the bargaining unit and within the total professional staff, including but not limited to newly-created positions and Supplemental Salary positions will be posted on the District's website and e-mailed to each bargaining unit member. Positions shall be posted five (5) school days prior to being filled. Except as set forth below, there shall be five (5) school days from the posting date and the application deadline. No position shall be filled during the application period. If a vacancy occurs between August 1 and one week prior to Teacher Orientation Day, teachers with the appropriate certification will receive notification by e-mail of the existing vacancy. If a vacancy occurs after that time but before the start of school, teachers with the appropriate certification will be contacted by personal phone call. Bargaining unit members may apply for such positions by submitting a written application to the personnel office. Whenever two (2) or more certified employees apply for the same position and are of equal ability, the person with the greatest seniority within Northwood Schools will be given greater consideration.

However, if a letter of transfer is on file, the person requesting the transfer will be notified; or if a person is interested in any extracurricular position, a letter shall be registered with the Superintendent.

A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence. A vacancy cannot occur until all unfilled positions have been offered to displaced bargaining unit members who meet the certification/licensure requirement for the aforementioned positions. Supplemental positions must be posted separately from teaching positions.

25.2 **Transfers**

Involuntary transfers may be effected for a reasonable and just cause. An involuntary transferred employee will be given reasons for the transfer. A copy of the reasons will be shared with the Association President.

In the event of involuntary transfers caused by declining enrollments, closing of building or consolidation, the reduction-in-force (RIF) policy will take effect.

A teacher will not be involuntarily transferred if the transfer means a loss of wages. Wages in this case refers to base pay.

ARTICLE 26

REDUCTION IN FORCE

26.1 **Reduction in Force**

- A. When by reason of decreased enrollment of pupils, financial reasons, return to work by regular teachers from leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of teaching positions, it may make a reasonable reduction. The following procedure shall apply to all teaching employees.
- B. Reductions shall be accomplished by the Board suspending contracts based on the recommendations of the Superintendent in accordance with Section 3319.17 of the Ohio Revised Code. The recommendation shall give preference to unit members on continuing contracts who have greater seniority within each area of certification affected, and then to unit members on limited contracts who have greater seniority within each area of certification affected.
- C. Seniority will be computed from the teachers most recent date of hire by the Board and shall be District-wide. Seniority shall not be broken or interrupted by

an authorized leave of absence or disability retirement for not more than five (5) years. If more than one (1) member has the same hire date and certification/licensure, then the draw of a high card in a standard 52-card deck will determine seniority.

- D. The effective date of the RIF shall be determined by the Board.
- E. When reasons for a RIF are determined, the Superintendent will arrange a meeting with the Association President to discuss the reasons for the RIF and the positions to be eliminated. The teachers in the positions affected and the least senior who will be affected by the RIF will be notified thirty (30) days prior to the effective date. The Superintendent will arrange a meeting with the individuals and the Association President.
- F. Teachers whose contracts are suspended will remain on a recall list for two (2) school years from the effective date of the RIF unless he/she:
 - 1. Waives, in writing, recall rights.
 - 2. Resigns.
 - 3. Fails to accept position offered for which he/she is qualified and certified (provided it is the same number of hours or portion of the school day as the position eliminated).
 - 4. Fails to respond, in writing, ten (10) days after receiving notice of recall.

Notice of recall will be given, by certified mail, if a vacancy exists in a position for which the RIF'd employee is certified and qualified. The notice will be sent to the last address provided by the employee.

- G. When it is necessary to reduce positions in connection with an overall reduction in force or to reassign teachers because of a need to reduce positions in a given area due to declining enrollment, return to work by regular teachers or closing or consolidation of buildings, the position(s) will be eliminated in the area (building, grade and/or department) affected. If a vacancy exists in a position for which the teacher has the necessary certification/licensure, the displaced teacher may (a) take the vacancy, or (b) bump the least senior teacher who has the necessary certification/licensure to fill the vacancy, provided that the displaced teacher has greater seniority than the teacher being bumped. The least senior teacher bumped in this manner shall then be involuntarily transferred to the vacancy.
- H. If no vacancy exists, the least senior employee with the same certification/licensure shall be laid off and the displaced teacher may (a) take the vacancy created by the layoff, provided the displaced teacher has the necessary certification/licensure for the position, or (b) bump the least senior teacher with

the same certification/licensure who has the necessary certification/licensure to fill the vacancy created by the layoff, provided that the displaced teacher has greater seniority than the teacher being bumped. The least senior teacher bumped in this manner shall then be involuntarily transferred to the vacancy.

- I. A teacher displaced or bumped in the manner set forth in Subsections (F) and (G) shall not be permitted to bump into or be involuntarily transferred to a position for which the teacher does not have the necessary certification/licensure, and said teacher shall, in that circumstance, be laid off.
- J. The Board reserves the right to require K-12 special certification/licensure in Art, Music and Physical Education.
- K. If the vacancy occurs in a position from which a teacher has been displaced or bumped in the academic year in which the displacement or bump occurs or in the following academic year, the teacher who has been displaced or bumped from that position shall have the opportunity to transfer back to the position, and shall notify the Superintendent as to whether he or she wishes to do so within one (1) week of being notified of the vacancy. If the teacher declines the opportunity to transfer back to the position from which he or she has been displaced or bumped, the teacher will no longer have any preferential right to that vacancy or position. Any vacancies remaining after a teacher exercises or chooses not to exercise this option shall than be filled by teachers who remain on the recall list in connection with a reduction in force on the basis of seniority and certification/licensure for the vacancy, prior to the vacancy being posted in accordance with Section 25.1 of this Agreement.
- L. A teacher whose contract has been suspended at the end of the first semester or during the first semester shall retain insurance benefits for a period of one (1) month. If a teacher's contract is suspended after the first semester or at the end of the school year, the teacher shall retain the same insurance benefits through the summer as they had prior to the RIF. After these stated periods of time, the teacher may remain an active participant in benefit programs by paying the full cost of the premium fifteen (15) days prior to the due date to the Board. The ability to remain in the group plan is contingent upon the carrier's agreement.
- M. All accumulated benefits to which a teacher was entitled at the effective date of the RIF will be restored upon return to active employment in the District. The teacher will not receive increment credits, however, for time spent on suspended contract status, unless the teacher completed, or will complete, 120 days during the appropriate contract year.
- N. A seniority list will be available each school year ranking all continuing contract teachers in the District by seniority and area(s) of certification/licensure. All teachers serving under limited contracts in the District will be ranked beneath

those serving under continuing contracts by seniority and area(s) of certification/licensure.

- O. The parties agree that these procedures apply only to the suspension of contracts under 3319.17. This Article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

ARTICLE 27

SCHOOL DELAYS

27.1 School Delays

On days when school is delayed due to inclement weather, certified employees are to report to work a time equal to the delay.

1. On days when school is delayed, and, subsequently, canceled due to inclement weather, certified employees will be sent home as soon as possible.
2. Any decision to delay or cancel school after the usual starting time will be made by the Superintendent. When the decision is made, the Building Principals will be notified.

ARTICLE 28

SCHOOL CLOSINGS

28.1 School Closings

When the Superintendent declares that schools are closed because of emergency conditions, certified employees are excused from reporting to work.

When an emergency necessitates closing one school for part of a day or the full day, all personnel are required to report to work unless expressly excused or sent home by the Superintendent or his/her designee.

Teachers who are off on sick leave or personal leave on a day when all schools are closed will not be charged a leave day for the school closing day.

ARTICLE 28

PAY PERIODS

29.1 Pay Periods

The contract year will be divided into twenty-four (24) equal pay periods on the 15th and last day of each month. The District shall maintain a two-week payroll holdover. All teachers shall participate in direct deposit at the bank of their choice.

All supplemental contracts shall be paid in equal or lump sum payments.

An individual must submit a letter prior to August 15 or notify the Treasurer at the time of employment, if they select a lump sum payment arrangement. Lump sum payment of the full contract amount may be made within two (2) weeks after the contracted activity has been completed.

ARTICLE 30

COLLEGE CREDIT RECOGNITION/MOVEMENT ON SALARY SCHEDULE

30.1 College Credit Recognition/Movement on Salary Schedule

Academic credit for purposes of movement on the salary schedule shall be defined as course work taken from an accredited United States university that fits one of the following criteria:

- it is a graduate-level course;
- it is an undergraduate course directly related to the teacher's current certification or license;
- it is an undergraduate course related to the teacher's present position;
- it is an undergraduate technology-related course.

The Board of Education will adjust an individual's salary if the individual applicant submits a letter of request and has an official college/university transcript on file in the Board of Education office on or prior to October 15 that substantiates the movement from one salary column to another; i.e., B.A. to B.A.+8, as outlined on the negotiated salary schedule. If the applicant's letter of request and official college/university transcript are on file prior to October 15, the Treasurer will adjust the applicant's salary according to the adopted salary schedule on or before the last pay period in October.

If any applicant fails to submit a timely letter or official transcript, the Board of Education negates their intent to adjust salaries or award stipend.

ARTICLE 31

SICK LEAVE ACCUMULATION

31.1 Sick Leave Accumulation

Each employee under full-time contract shall be able to accumulate two hundred eighty-four (284) days of sick leave at the rate of one and one-fourth (1-1/4) days per month. The monthly sick leave accrual rate shall be on a prorated basis for employees whose employment contract year is less than one hundred twenty (120) days or whatever number of days may be established by law as the minimum necessary to constitute a full year.

31.2 Sick Leave Usage

Teachers, upon approval of the responsible administrative officer of the District, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to others and for absence due to illness or injury in the employee's immediate family. The immediate family is to be interpreted to mean parent, spouse, sibling, children, stepparent, stepchild, immediate parents-in-law, grandparents, grandchild, person who stands in loci parentis or a relative (including foster child) living in the same household.

31.3 Sick Leave Credits

- A. Credit Transfers. Any teacher who transfers to the Northwood Local Board of Education from other Ohio public employment shall be credited with the unused balance of sick leave accumulated in the public employment upon presentation by the teacher of certification of such days.
- B. Reemployment. Crediting of previously accumulated sick leave of a teacher separated from public service is allowed upon the reemployment of the individual in the public service provided that such reemployment takes place within ten (10) years of the date on which the teacher was last terminated from public service.

ARTICLE 32

PERSONAL LEAVE

32.1 Personal Leave

Each teacher shall be eligible for three (3) days of personal, nonaccumulative leave each year without loss of salary to transact necessary personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day and which cannot be granted as sick leave. The application shall be submitted to the Superintendent's office on the form listed in Appendix B.

At the end of each school year, any personal days not used by a member of NLEA will be credited to the employee's accumulated sick leave balance.

Application for personal leave must be made in writing at least two (2) school days in advance unless an emergency makes it impossible to do so.

Personal leave may not be used on the day before or the day after a holiday or vacation period, except in case of special circumstances, as determined by the Superintendent or his designee.

32.2 Prescribed Leave Request Form

An application for personal leave shall be made on the prescribed leave request form included in Appendix B to this Agreement. If the applications for personal leave become available in an electronic format, the applications shall then be submitted electronically.

ARTICLE 33

ASSAULT LEAVE

33.1 Assault Leave

Any certified employee who is absent due to physical or mental disability resulting directly from a physical assault which occurs in the course of Board employment will be maintained upon the approval of the Superintendent, on full pay status during the period of such absence not to exceed thirty (30) days nonaccumulative.

If permanently disabled, the employee shall use disability retirement, and no assault leave shall be granted after retirement.

Said employee shall sign a statement stating that such leave was due to physical or mental disability resulting from an assault which occurred during the course of

employment with the Board of Education. This statement shall include a detailed description of the incident, names and addresses of individuals involved, and witnesses, and shall certify that the employee has cooperated with the Board in taking all necessary steps to prosecute the individual who perpetrated the assault.

If medical attention is required, a statement from a licensed physician stating the nature of the disability and its duration shall be required.

If the employee is awarded Workers' Compensation during this period, the employee may opt to receive the assault leave, provided the employee elects to accept wages in lieu of temporary total disability compensation in accordance with applicable Bureau of Workers' Compensation regulations for the period covered by the assault leave.

Assault leave granted under the above agreement shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under Section 3319.08 of the Ohio Revised Code.

ARTICLE 34

JURY DUTY

34.1 Jury Duty

Teachers selected or appointed to serve on a jury during their standard weekly work schedule shall be excused for such absence and shall be paid for such absence without deduction from their sick leave or personal leave days. Teachers excused from jury duty shall notify the principal as soon as they learn of their release and shall call in to see if they should report to school.

ARTICLE 35

FUNERAL LEAVE

35.1 Funeral Leave

Funeral leave for which sick leave may be used is as follows:

- a. Employees who have a death in the immediate family may be granted a three (3) workday absence with no deduction in pay. The immediate family is to be interpreted to mean parent, spouse, sibling, children, stepparent, stepchild, immediate parents-in-law, grandparents, grandchild, person who stands in loci parentis or a relative (including foster child) living in the same household. Employees attending the funeral of a

relative not in the immediate family and not living in the same household, shall be allowed absence for the day of the funeral with no deduction in pay. If the death of a member of the immediate family occurs in another city, and if that city is more than 200 miles from Northwood (by Toledo AAA auto estimate), a total absence of no more than five (5) working days will be granted. Additional days' absence may be granted by the Superintendent. Sick leave time will be allowed only if the employee attends the funeral.

ARTICLE 36

SEVERANCE RETIREMENT PAY

36.1 Severance Retirement Pay

Members of the bargaining unit may become eligible for severance pay according to the following provisions:

- The person must have applied and is receiving his/her retirement within four (4) years of his/her last official date of Northwood employment.
- The last employer to pay into STRS was Northwood Local Schools.

If the aforementioned provisions are not met, the person will not be eligible for severance pay by Northwood Local Schools. If the aforementioned are met, severance pay will be calculated accordingly:

- Severance retirement shall be limited to seventy-five (75) days if the individual has accumulated two hundred thirty-five (235) sick days. If the person has less than two hundred thirty-five (235) accumulated sick days, severance pay shall be equal to one-fourth (1/4) of their accumulated sick days.

Retirement service shall be defined as "service retirement" as specified in Section 3307.08 of the Ohio Revised Code.

Payment of severance will eliminate all sick leave earned by the employee.

No employee shall be eligible for severance pay unless he/she has completed five (5) years of service with the Board of Education.

Pay of severance will be made within thirty (30) days of request and must be accompanied by documentation verifying receipt of check from STRS.

36.2 **Tax Deferred Plans**

The Board shall make available to employees a Section 403(b) Special Pay Plan and Section 457(b) Plan, as more fully discussed in Appendix D to this Agreement. Neither the Board nor the Association guarantees any tax results associated with the Section 403(b) Special Pay Plan, deferrals to a tax-sheltered annuity or Section 457 Plan.

ARTICLE 37

RETIREMENT NOTICE INCENTIVE

37.1 **Retirement Notice**

An employee choosing to retire who submits a written retirement resignation on or before April 1 of the year of retirement shall receive as a bonus the sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00), subject to the following conditions:

1. The employee must be eligible to retire under STRS.
2. The resignation due to retirement may not be withdrawn by the employee once it is accepted by the Board.
3. The employee must complete the school year and may not retire prior to completion of the year, except with the written agreement of the Superintendent.
4. This bonus is not available to any employee who has previously retired under STRS.

The bonus shall be paid with the second pay in July of the year in which the employee retires.

ARTICLE 38

HIRING OF RETIRED TEACHERS

38.1 **Hiring of Retired Teachers**

The parties hereby agree that with changes in the State Teachers Retirement System in relation to retired teachers being employed, and the current and expected future shortage of teachers that it may be in the best interest of the parties that retired teachers be employed. The parties also recognize the need to maintain and encourage employment of teachers who have not retired and who have a future interest in Northwood Schools. Therefore, this agreement determines all changes in the Collective

Bargaining Agreement of the parties in relation to the hiring of such retired teachers. Any benefit or provision not stated explicitly herein shall remain as stated in the contract for all teachers in the Bargaining unit.

1. There is no guarantee of reemployment of any teacher in the district if the employee retires.
2. Retirement is a break in service and all seniority would revert to zero. Severance would have been earned and paid upon retirement and therefore any accumulated sick leave also reverts to zero days.
3. Any retired teacher who is hired shall be employed under a one-year limited contract, with notification to be given on or before April 30, if they are going to be reemployed by the district or if the contract will be nonrenewed for the following year. Retired teachers who are hired are not subject to 3319.11 and 3319.111, or 3319.08, and the decision of the Board is final concerning evaluations and nonrenewal. The retired employee shall not be eligible for continuing contract status.
4. Evaluation of retired teachers who are hired shall be at the discretion of the administration and may be either formal or informal. Retired teachers who are hired are not subject to 3319.11 and 3319.111, and the decision of the administration is final concerning evaluations. A retired employee may file a rebuttal on any evaluation with which he or she disagrees.
5. Any retired teachers, whether full-time or part-time, who are hired shall be placed at five (5) years experience in the appropriate column that reflects their education. Part-time rehires shall be paid the percentage of that step equal to the percentage of time worked. If rehired for additional years, the teacher would move up the salary schedule.
6. In a reduction in force, retirees would be in a separate classification and seniority would be among retirees only. Retirees would be reduced prior to other limited contract teachers.
7. Retired teachers may hold supplemental contracts. Such supplemental contracts may be nonrenewed with notice by April 30, at the discretion of the superintendent, with no recourse.
8. Sick leave shall begin at zero and accumulate up to 15 days per year. The Board will advance up to 5 days if needed. Sick leave shall carry over from year to year of reemployment as a retiree.
9. If a retiree remains with the district five years as a retiree, the retiree shall be eligible for severance up to one-fourth (1/4) of accumulated sick days, with a maximum of 19 days to be paid as retiree severance. The retired but rehired

employee is not eligible for any additional retirement severance other than stated herein, retirement bonus or other retirement incentive, whether addressed now or in any future bargaining unless it is explicitly stated in the contract provision as being for retirees who have been rehired (Note: Rehired in this context means any retiree under a state retirement system who is hired, whether previously an employee of this district or any other district).

10. The retiree, if eligible for insurance under the state retirement system or through insurance of a spouse, shall be required to take such insurance. The District shall reimburse the retiree up to \$50.00 per month of the difference between the monthly copay and the District copay for traditional plans, if greater. This shall be based upon monthly documentation provided to the retired employee of their monthly statement with STRS or other state retirement system or statement of spouse's insurance copay. If no other insurance is available, the retired employee who is hired may elect to have Board-provided insurance with the copay amount outlined in the contract, but must take the Preferred Provider Option (PPO) only.
11. Retired employees who are hired are not eligible for tuition reimbursement for continuing education. However, such employees are eligible for workshops in accordance with contract language, with professional leave and payment of workshop expenses and any other benefit granted to other teachers taking any such workshop under the contract.
12. Retired teachers who are hired will be responsible for all required taxes, including Medicare taxes as any other new employee, even if the teacher was exempt prior to retirement.
13. As required by STRS guidelines, retired/rehired teachers will receive all medical/prescription/vision/dental coverage provided by the negotiated agreement. In the event that medical, prescription, vision or dental coverage is subsequently made available to retired/rehired teachers by STRS, the retired/rehired teacher will be required to take insurance through STRS in accordance with paragraph 10 above.
14. In the event that provisions in this Article are rendered invalid by operation of law, or by decision or order of a tribunal of competent jurisdiction, either party may terminate the Article by providing the other party notice of said termination at least thirty (30) days prior to the effective date of such termination.

ARTICLE 39

TUITION/FEE REIMBURSEMENT

39.1 Tuition/Fee Reimbursement

Effective the first day after September 1, the Board will allocate a budget of Fifteen Thousand Dollars (\$15,000.00) per year, maximum, for the purpose of tuition reimbursement. The budget for tuition reimbursement shall be Fifteen Thousand Dollars (\$15,000.00), effective September 1, 2005 and thereafter. Any unused funds remaining in the tuition reimbursement budget at the end of each year shall be carried over to the tuition reimbursement budget for the next year, provided that the maximum carryover in any given year shall be One Thousand Dollars (\$1,000). Any unused funds beyond the maximum carryover shall be used in the individual schools for instructional purposes as determined by the Principal and staff. The maximum annual reimbursement for an individual teacher shall not exceed the employee's actual tuition costs.

The parties hereby agree that they mutually accept and will implement the thrust of the provisions as follows, so as to overcome ambiguities in its surface meaning:

1. Applications may be made for course reimbursement within the area contributing to pertinent, professional certification.
2. Tuition reimbursement shall not be made for any class taken in order to obtain initial teaching certification/licensure.
3. Approval shall be made by the Superintendent in the following order:
 - a. Within the primary discipline of the teacher's classroom responsibilities in the district;
 - b. The next priority in consideration for approval will be for grades 9 through 12 teachers in the areas designated by the Superintendent as beneficial to pupil instruction in the district; and
 - c. In other disciplines related to professional certification.
4. The annual allocation for tuition reimbursement shall cover the period from July 1 through June 30 of the following year. Teachers who complete approved courses during this time period must submit their transcript/grade slip or other documentation from the university and application for tuition reimbursement prior to June 30. Reimbursement shall be made during the month of July to those who have furnished an official transcript. For teachers who are unable to furnish an official transcript by the month of July, reimbursement shall be made upon submission of the official transcript.

5. All quarter hours for approval shall be converted to semester hours to provide a common unit for tuition reimbursement. The annual allocation for tuition reimbursement shall be divided by the total number of semester hours submitted to determine the value of the common unit. Each teacher shall then be reimbursed for the total number of units submitted, not to exceed the actual tuition cost.
6. The Board shall provide the President of the NLEA a record of the previous year's expenditures of the tuition reimbursement fund prior to the commencement of the school year.

39.2 **Certification/Licensure Renewal**

The Employer shall pay all fees associated with renewal of certification(s)/licensure(s).

ARTICLE 40

PERFECT ATTENDANCE

40.1 **Perfect Attendance**

Any certified teacher who is present one hundred eighty-five (185) days and is not absent for any part or whole day, whether it be for personal leave, sick leave or any other reason, excluding professional days, shall receive a stipend of Two Hundred Dollars (\$200.00) for perfect attendance. Any certified teacher who is present one hundred eighty-four (184) days and is not absent for any part or whole day, whether it be for personal leave, sick leave or any other reason, excluding professional days, shall receive a stipend of One Hundred Dollars (\$100.00) for perfect attendance. The one hundred eighty-five (185) days are from the first day to the last day of the present school year. The stipend will be awarded at the conclusion of the school year.

ARTICLE 41

LESSON PLANS, RECORD BOOKS AND GRADING

41.1 **Lesson Plans, Record Books and Grading**

Lesson plans must be recorded in the daily lesson plan book or through other electronic means provided by the District at least one (1) week in advance. If recorded in a daily lesson plan book, planning books shall be left in the desk or mail box each night or as directed by the Building Principal. Irrespective of what method is used for recording planning, the plan will include the following:

1. Class schedule
2. Seating chart
3. Schedule of teacher duties
4. Outline of daily lesson
5. Homework assignments

Recorded Lesson Planning Books shall be turned in at the conclusion of each year. The Building Principal shall return the booklet after review.

Teachers must take attendance and keep accurate records of grades, which will be recorded through electronic means provided by the District. It is suggested that each assignment be recorded with the grade.

The Board and the Association agree to work cooperatively to take advantage of improvements in technology-based grading and recording systems.

It is understood that no NLEA member is required to do electronic school work from home on their personal computer.

ARTICLE 42

HEALTH AND DENTAL INSURANCE

42.0 Spousal Coverage

The Wood County Schools Consortium Health Plan requires spouses of covered employees to enroll in other available group health and prescription plans if any of the following parameters apply:

1. The spouse is eligible for Medical & Prescription coverage through their employer.
2. The spouse has retiree Medical & Prescription coverage available.
3. The spouse is eligible for other Medical & Prescription coverage.

An employee's spouse is required to obtain at least single coverage at the spouse's next open enrollment period through his/her available plan. The spouse's plan will be considered primary coverage and Wood County Schools Benefit Plan will not provide coverage on a secondary basis. Eligible Child(ren) will be permitted to enroll in either plan and order of payment if enrolled in both the employee and spouse plan will be determined by the Birthday Rule, which is defined by the first birthday in a calendar year of either spouse according to Ohio Administrative Code 3901-1-56 Coordination of benefits.

When a spouse is employed in another Wood County Schools Consortium district, each employee shall enroll as a single in their particular district if no additional dependents are eligible. If dependents are involved, they must take one plan with the Wood County Schools Consortium based on their choice or the birthday rule, which is defined by the first birthday in a calendar year of either spouse according to Ohio Administrative Code 3901-1-56 Coordination of Benefits.

Employees are required to complete a new Application and Policy Change Form within thirty-one (31) days of employment status change. All current and new employees must complete a Coordination of Benefits Questionnaire for documentation purposes on an annual basis.

42.1 **Health and Dental Insurance**

The Board of Education agrees to provide the current family indemnity medical plan to those employees who carried such coverage in the 2004-2005 School Year. Employees who are enrolled in the indemnity medical plan shall be required to pay the amount by which the cost of the indemnity plan exceeds the premium cost of the PPO plan.

The Board of Education agrees to provide a PPO medical plan. The Board will pay 85% of the cost of PPO coverage and the employee will pay 15%, but not to exceed Eighty-Five Dollars (\$85.00) per month for family coverage and not to exceed Thirty-Five Dollars (\$35.00) per month for single coverage for the 2011-2012 school year, and not to exceed One Hundred Thirty Dollars (\$130.00) per month for family coverage and not to exceed Sixty Dollars (\$60.00) per month for single coverage for the 2012-2013 school year, and not to exceed One Hundred Fifty Dollars (\$150.00) per month for family coverage and not to exceed Seventy Dollars (\$70.00) per month for single coverage for the 2013-2014 school year.

Board of Education agrees to provide the dental plan described in Section 42.4. 85% of the cost shall be paid by the Board and 15% of the cost shall be paid by the employee, but not to exceed Fifteen Dollars (\$15.00) per month for the length of the contract.

The employee co-pay under the retail drug card program shall be \$10 generic/\$20 non-formulary/\$30 brand, and the co-pay under the mail order drug program shall be \$10 generic/\$20 formulary/\$25 non-formulary. After filling the initial prescription at a retail pharmacy, employees needing maintenance medications shall be required to fill them through the mail order drug program in minimum 90-day supplies.

The maximum benefit period deductible (single/family) under the indemnity and PPO plans shall be \$200/\$400.

The coinsurance out-of-pocket maximum, exclusive of deductibles, per member shall be \$300.

The co-pay for office visits within the network shall be \$10.

The Employer shall continue to reimburse employees for covered medical expenses falling within their deductibles under the health insurance plan in an amount not to exceed One Hundred Dollars (\$100.00) for the deductible portion of their health insurance (family) and Fifty Dollars (\$50.00) for a single plan.

For amounts paid by employees for their share of health insurance premiums, the employee shall have a generation one (1) account under IRS rule 125 for the purpose of allowing employees to make medical insurance premium contributions on a pre-tax basis to the extent permitted by law.

All new employees who commence employment with the District on or after January 1, 2003 will only be offered PPO coverage.

42.2 **Group Health Insurance**

The Board of Education shall maintain group health insurance benefits (including traditional indemnity and preferred provider organization options) comparable in value and services to those currently provided with regard to benefits, coverage, deductible levels, co-pays and coinsurance features. The terms of the current group health insurance plan are summarized in Appendix C to this Agreement.

The lifetime maximum benefit under the major medical expense portion of the traditional indemnity plan and PPO medical plan shall be increased to Two Million Dollars (\$2,000,000.00), effective January 1, 2003.

42.3 **Health/Wellness/Safety Advisory Committee**

A Health/Wellness/Safety Advisory Committee shall be formed consisting of one teacher representative from each building selected by the NLEA, three classified employees, one exempt employee, one administrative representative, the NLEA President, the support staff President, the Superintendent and Treasurer. The Committee shall meet quarterly to discuss the performance of the District's health insurance program, wellness measures and safety issues. The Committee will assist the Employer in the common goal to identify and implement risk reduction opportunities by actively developing measures to improve employee safety and health, such as walk-through inspections, building evaluations, voluntary healthy lifestyle programs and other similar programs. Members of this Committee will be provided professional development on health and safety-related issues, as it applies to the work of this Committee.

42.4 Dental Expense Coverage

- A. **Diagnostic:** Provides all necessary procedures to assist dental in evaluating existing conditions and the dental care required. Includes visits, examinations, diagnoses, consultations and necessary x-rays.
- B. **Preventive:** Provides all the necessary procedures or techniques to prevent the occurrence of dental abnormalities or disease. Within this benefit are included prophylaxis (teeth cleaning), application of fluoride solutions to retard dental decay, and space maintainers for children to prevent the shifting of teeth which might require extensive orthodontic care in later years.
- C. **Restorative:** Provides all the necessary procedures to rebuild, repair, or reform the teeth. Within this benefit are included amalgam, synthetic porcelain and plastic fillings, gold fillings and crowns when the teeth cannot be restored with a filling material.
- D. **Oral Surgery:** Provides for extractions and other surgical procedures including preparative and post-operative care.
- E. **Endontics:** Provides pulp therapy and root canal fillings.
- F. **Nonsurgical Periodontics:** Provides necessary services for detecting and eliminating diseases affecting supporting structures of the teeth.

Deductible: \$25 per individual, per calendar year.
Family deductible of \$50 per year.
Deductible not applied to diagnostic and preventive services.

Maximum: \$2,000 per calendar year, per person.

- G. **Orthodontics:** Provides necessary services for straightening teeth. Lifetime maximum \$1,500.
- H. **Prosthodontics:** Provides necessary services for obtaining dentures and bridges.

Percentage of Payment of Reasonable and Customary Charges for Covered Dental Expenses:

Class I	-	100% (A & B)
Class II	-	80% (C, D, E & F)
Class III	-	60% (H)
Class IV	-	60% (G)

The Board reserves the right to place this coverage up for bid in an attempt to lower their costs. Coverage that may be inserted will be equal to or greater than that listed herein.

ARTICLE 43

TERM LIFE INSURANCE

43.1 Term Life Insurance

The Board shall provide for every full-time teacher who is employed for one hundred eighty-five (185) days, a Thirty-Five Thousand Dollar (\$35,000.00) term life insurance benefit.

ARTICLE 44

STRS TAX SHELTER

44.1 STRS Tax Shelter

The State Teachers Retirement System contribution of each certificated staff member will be tax sheltered.

ARTICLE 45

FAMILY AND MEDICAL LEAVE ACT

45.1 Family and Medical Leave Act

The Family and Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this Agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits beyond those provided in this Agreement, those incremental leave of absence rights and benefits should be accorded to the bargaining unit members.

Nothing contained in this Agreement shall prevent the Board from complying with the requirements of federal or state laws pertaining to handicap or disability or dealing with family or medical leaves of absence. The twelve (12) month period in which leaves may be taken under the Family and Medical Leave Act of 1993 shall run from July 1 of the current calendar year to June 30 of the succeeding calendar year. The parties recognize that the special rules regarding employees of schools under the Family and Medical Leave Act shall be applicable.

When the need for leave is foreseeable based upon an expected birth, placement or adoption or foster care, or planned medical treatment for a serious health condition of the employee or of a family member, the employee must provide advance notification in accordance with the Family and Medical Leave Act and implementing regulations.

During the first and last three (3) weeks of the school year, an employee taking unpaid leave under the Family and Medical Leave Act shall be required to substitute any paid sick leave available to the employee.

Notices shall be posted in all teacher lounges advising teachers of their leave rights under the Family and Medical Leave Act. In the event the Family and Medical Leave Act is amended, the notices shall be updated to reflect the amended law.

ARTICLE 46

UNPAID LEAVE

46.1 Unpaid Leave

Upon written request to the Board, an employee shall be granted a limit of five (5) days without pay for any reason not covered by FMLA. Seniority shall accumulate during such a leave, but no sick leave shall accrue during such a leave.

ARTICLE 47

PARENTING LEAVE

47.1 Accumulated Sick Leave

Accumulated sick leave may be used by any teacher for reasons of pregnancy or adoption. Upon application, sick leave may be taken for up to forty (40) consecutive workdays for prenatal care and postnatal recuperation or family care related to adoption, provided that the total period of such leave for a husband and wife employed by the District shall not exceed forty (40) workdays in total. Upon written statement of the attending physician to the Superintendent, the period of sick leave related to pregnancy-related disability shall commence as determined by the attending physician and the teacher.

47.2 Limit on Accumulated Sick Leave

Sick leave as authorized under this section shall not exceed that number of accumulated and unused leave days to the credit of the teacher and earned during the period of such leave.

47.3 **Interim Pregnancy-Disabled Leave**

Any teacher whose accumulated sick leave days are insufficient to cover the period of leave as set forth in Section 47.1 above, shall be granted an interim pregnancy-related disability leave without pay for a period of up to eight (8) consecutive weeks, including both sick leave and unpaid leave, which shall be determined in accordance with Section 47.1 above. Upon written statement of the attending physician to the Superintendent that such teacher is unable to perform her assigned duties, the period of interim pregnancy-related disability leave without pay shall be extended as determined by the teacher and the attending physician.

47.4 **Unpaid Leave of Absence**

A teacher who gives birth or adopts a child who wishes to remain on leave beyond the period that she is not able to perform her assigned duties because of pregnancy and childbirth may request an unpaid leave of absence for the balance of the current school year. The Board shall consider and act upon such a request at its next regularly scheduled meeting.

47.5 **Return to Work**

Employees who take a leave in accordance with this Article shall be entitled to return to work in the position they left.

47.6 **Foreseeable Leave**

When the need for leave is foreseeable based upon an expected birth, placement or adoption or foster care, or planned medical treatment for a serious health condition of the employee or of a family member, the employee must provide advance notification in accordance with the Family and Medical Leave Act and implementing regulations.

47.7 **Leave at Beginning or End of School Year**

During the first and last three (3) weeks of the school year, an employee taking unpaid leave under the Family and Medical Leave Act for purposes of pregnancy or care of a new child shall be required to substitute any paid sick leave available to the employee.

ARTICLE 48

ENTRY YEAR PROGRAM

The purpose of the Entry Year Program is to provide a program of positive formal support, including mentors, to foster professional growth of beginning teachers and assessment of their performance. The Entry Year Program and assessment examination

do not replace the employment evaluation and are used exclusively for licensure determination.

Teachers who wish to serve as mentors must have been employed a minimum of five years in the District and shall be required to submit at least two written recommendations from peer teachers and one written recommendation from another professional in the field of education.

The District shall provide mentors the opportunity to attend training in order to establish and maintain an effective Entry Year Program. The District shall pay all actual and necessary training costs, including Pathwise training or other training necessary to maintain appropriate mentoring skills.

Coordinated release time shall be provided to the beginning teacher and assigned mentor to support professional growth and the objectives of the program through appropriate means, such as classroom observations by the mentor and the mentee.

If any issues or concerns arise in the mentor/mentee relationship, such issues or concerns will be addressed by the Superintendent, Building Principal, NLEA President and NLEA Building Representative, working together with the mentor and mentee.

ARTICLE 49

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

49.1 Local Professional Development Committee

The District shall continue to participate in the Local Professional Development Committee formed in association with the Otsego Local School District and the Wood County Educational Service Center. In accordance with the law, a majority of the members of the LPDC shall be practicing classroom teachers. The teacher members representing the District shall be appointed by the Association President. The Superintendent shall appoint the administrative representatives of the committee. In the event of a vacancy, the committee member shall be replaced by the responsible appointing individual.

Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC. If the training is available during the workday, the committee members shall be given release time to attend. If the LPDC meets during the workday, the committee members shall be given release time to attend.

Should a teacher wish to appeal a decision of the Local Professional Development Committee, the appeal should be resolved as follows:

Step 1: The teacher shall first discuss the concern with a district representative on the Local Professional Development Committee.

Step 2: If, after Step 1, the teacher wishes to appeal, the teacher shall submit a written request for an appeal meeting to the Local Professional Development Committee within fifteen (15) calendar days of the date of the receipt of the unapproved documentation that is the subject of the appeal.

Step 3: Within fifteen (15) days of receipt of the written request for an appeal meeting, the Local Professional Development Committee shall schedule the appeal meeting. The appeal meeting shall take place within thirty (30) days of the date of its scheduling. The Local Professional Development Committee shall notify the teacher in writing of the time, date and place of the meeting.

The appeals committee shall consist of the following: one member appointed by the Local Professional Development Committee, one member appointed by the teacher, and one member mutually agreed upon by both the LPDC and the teacher. The teacher shall be notified in writing of the decision within seven (7) days of the meeting, and the decision shall be by majority vote.

ARTICLE 50
NORTHWOOD LOCAL SCHOOLS SALARY SCHEDULE

50.1 **Effective 7/1/11 through 6/30/12**

<u>EXP</u>	<u>B.A</u>	<u>B.A.+8</u>	<u>B.A.+15</u>	<u>MASTERS</u>	<u>MA +10</u>	<u>MA +30</u>
0	\$32,265 1.0000	\$33,152 1.0275	\$34,040 1.0550	\$35,898 1.1126	\$36,840 1.1418	\$37,782 1.1710
1	\$34,040 1.0550	\$34,927 1.0825	\$35,814 1.1100	\$37,963 1.1766	\$38,905 1.2058	\$39,880 1.2360
2	\$35,814 1.1100	\$36,701 1.13750	\$37,589 1.16500	\$40,028 1.24060	\$40,970 1.26980	\$41,977 1.30100
3	\$37,589 1.1650	\$38,476 1.1925	\$39,363 1.2200	\$42,093 1.3046	\$43,035 1.3338	\$44,074 1.3660
4	\$39,363 1.2200	\$40,251 1.2475	\$41,138 1.2750	\$44,158 1.3686	\$45,100 1.3978	\$46,171 1.4310
5	\$41,138 1.2750	\$42,025 1.3025	\$42,912 1.3300	\$46,223 1.4326	\$47,165 1.4618	\$48,268 1.4960
6	\$42,912 1.3300	\$43,800 1.3575	\$44,687 1.3850	\$48,288 1.4966	\$49,230 1.5258	\$50,366 1.5610
7	\$44,687 1.3850	\$45,574 1.4125	\$46,462 1.4400	\$50,353 1.5606	\$51,295 1.5898	\$52,463 1.6260
8	\$46,462 1.4400	\$47,349 1.4675	\$48,236 1.4950	\$52,418 1.6246	\$53,360 1.6538	\$54,560 1.6910
9	\$48,236 1.4950	\$49,123 1.5225	\$50,011 1.5500	\$54,483 1.6886	\$55,425 1.7178	\$56,657 1.7560
10	\$50,011 1.5500	\$50,898 1.5775	\$51,785 1.6050	\$56,548 1.7526	\$57,490 1.7818	\$58,755 1.8210
11	\$51,785 1.6050	\$52,673 1.6325	\$53,560 1.6600	\$58,613 1.8166	\$59,555 1.8458	\$60,852 1.8860
12	\$53,560 1.6600	\$54,447 1.6875	\$55,334 1.7150	\$60,678 1.8806	\$61,620 1.9098	\$62,949 1.9510
15	\$55,334 1.7150	\$56,222 1.7425	\$57,109 1.7700	\$62,743 1.9446	\$63,685 1.9738	\$65,046 2.0160
18	\$57,109 1.7700	\$57,996 1.7975	\$58,884 1.8250	\$64,807 2.0086	\$65,750 2.0378	\$67,143 2.0810
21	\$58,884 1.8250	\$59,771 1.8525	\$60,658 1.8800	\$66,872 2.0726	\$67,815 2.1018	\$69,241 2.1460
26	\$60,658 1.8800	\$61,545 1.9075	\$62,433 1.9350	\$68,937 2.1366	\$69,880 2.1658	\$71,338 2.2110
28	\$60,658 1.8800	\$61,545 1.9075	\$62,433 1.9350	\$71,002 2.2006	\$71,944 2.2298	\$73,403 2.2750

ARTICLE 50 (Continued)

NORTHWOOD LOCAL SCHOOLS SALARY SCHEDULE

50.2 **Effective 7/1/12 through 6/30/13**

Service	<u>Step</u>	<u>BA</u>	<u>BA+8</u>	<u>BA+15</u>	<u>Masters</u>	<u>MA+10</u>	<u>MA+30</u>
	<u>Index</u>	<u>0.055</u>	<u>0.055</u>	<u>0.055</u>	<u>0.064</u>	<u>0.064</u>	<u>0.065</u>
	0	32,426	33,318	34,210	36,078	37,024	37,971
		1.0000	1.0275	1.0550	1.1126	1.1418	1.1710
	1	34,210	35,101	35,993	38,153	39,100	40,079
		1.0550	1.0825	1.1100	1.1766	1.2058	1.2360
	2	35,993	36,885	37,777	40,228	41,175	42,187
		1.1100	1.13750	1.16500	1.24060	1.26980	1.30100
	3	37,777	38,668	39,560	42,303	43,250	44,294
		1.165	1.1925	1.2200	1.3046	1.3338	1.3660
	4	39,560	40,452	41,344	44,379	45,326	46,402
		1.2200	1.2475	1.2750	1.3686	1.3978	1.4310
	5	41,344	42,235	43,127	46,454	47,401	48,510
		1.2750	1.3025	1.3300	1.4326	1.4618	1.4960
	6	43,127	44,019	44,910	48,529	49,476	50,617
		1.3300	1.3575	1.3850	1.4966	1.5258	1.5610
	7	44,910	45,802	46,694	50,605	51,551	52,725
		1.3850	1.4125	1.4400	1.5606	1.5898	1.6260
	8	46,694	47,586	48,477	52,680	53,627	54,833
		1.4400	1.4675	1.4950	1.6246	1.6538	1.6910
	9	48,477	49,369	50,261	54,755	55,702	56,941
		1.4950	1.5225	1.5500	1.6886	1.7178	1.7560
	10	50,261	51,153	52,044	56,830	57,777	59,048
		1.5500	1.5775	1.6050	1.7526	1.7818	1.8210
	11	52,044	52,936	53,828	58,906	59,853	61,156
		1.6050	1.6325	1.6600	1.8166	1.8458	1.8860
	12	53,828	54,719	55,611	60,981	61,928	63,264
		1.6600	1.6875	1.7150	1.8806	1.9098	1.9510
	15	55,611	56,503	57,395	63,056	64,003	65,371
		1.7150	1.7425	1.7700	1.9446	1.9738	2.0160
	18	57,395	58,286	59,178	65,132	66,078	67,479
		1.7700	1.7975	1.8250	2.0086	2.0378	2.0810
	21	59,178	60,070	60,961	67,207	68,154	69,587
		1.8250	1.8525	1.8800	2.0726	2.1018	2.1460
	26	60,961	61,853	62,745	69,282	70,229	71,695
		1.8800	1.9075	1.9350	2.1366	2.1658	2.2110
	28	60,961	61,853	62,745	71,357	72,304	73,770
		1.8800	1.9075	1.9350	2.2006	2.2298	2.2750

ARTICLE 50 (Continued)

NORTHWOOD LOCAL SCHOOLS SALARY SCHEDULE

50.3 Effective 7/1/13 through 6/30/14

Service	<u>Step</u>	<u>BA</u>	<u>BA+8</u>	<u>BA+15</u>	<u>Masters</u>	<u>MA+10</u>	<u>MA+30</u>
	<u>Index</u>	<u>0.055</u>	<u>0.055</u>	<u>0.055</u>	<u>0.064</u>	<u>0.064</u>	<u>0.065</u>
	0	32,588	33,485	34,381	36,258	37,209	38,161
		1.0000	1.0275	1.0550	1.1126	1.1418	1.1710
	1	34,381	35,277	36,173	38,344	39,295	40,279
		1.0550	1.0825	1.1100	1.1766	1.2058	1.2360
	2	36,173	37,069	37,966	40,429	41,381	42,398
		1.1100	1.13750	1.16500	1.24060	1.26980	1.30100
	3	37,966	38,862	39,758	42,515	43,466	44,516
		1.165	1.1925	1.2200	1.3046	1.3338	1.3660
	4	39,758	40,654	41,550	44,601	45,552	46,634
		1.2200	1.2475	1.2750	1.3686	1.3978	1.4310
	5	41,550	42,446	43,343	46,686	47,638	48,752
		1.2750	1.3025	1.3300	1.4326	1.4618	1.4960
	6	43,343	44,239	45,135	48,772	49,723	50,871
		1.3300	1.3575	1.3850	1.4966	1.5258	1.5610
	7	45,135	46,031	46,927	50,858	51,809	52,989
		1.3850	1.4125	1.4400	1.5606	1.5898	1.6260
	8	46,927	47,824	48,720	52,943	53,895	55,107
		1.4400	1.4675	1.4950	1.6246	1.6538	1.6910
	9	48,720	49,616	50,512	55,029	55,980	57,225
		1.4950	1.5225	1.5500	1.6886	1.7178	1.7560
	10	50,512	51,408	52,304	57,115	58,066	59,344
		1.5500	1.5775	1.6050	1.7526	1.7818	1.8210
	11	52,304	53,201	54,097	59,200	60,152	61,462
		1.6050	1.6325	1.6600	1.8166	1.8458	1.8860
	12	54,097	54,993	55,889	61,286	62,237	63,580
		1.6600	1.6875	1.7150	1.8806	1.9098	1.9510
	15	55,889	56,785	57,682	63,372	64,323	65,698
		1.7150	1.7425	1.7700	1.9446	1.9738	2.0160
	18	57,682	58,578	59,474	65,457	66,409	67,817
		1.7700	1.7975	1.8250	2.0086	2.0378	2.0810
	21	59,474	60,370	61,266	67,543	68,494	69,935
		1.8250	1.8525	1.8800	2.0726	2.1018	2.1460
	26	61,266	62,162	63,059	69,628	70,580	72,053
		1.8800	1.9075	1.9350	2.1366	2.1658	2.2110
	28	61,266	62,162	63,059	71,714	72,666	74,139
		1.8800	1.9075	1.9350	2.2006	2.2298	2.2750

ARTICLE 51

**NORTHWOOD LOCAL SCHOOLS
SUPPLEMENTAL SALARY SCHEDULE**

51.0 Effective July 1, 2010

Athletic Director		
	Athletic Director	.21/.26/.34
	Middle School AD	0.15
	Events Manager	0.07
Football		
	High School	
	Head Varsity	0.13
	Assistant Coach (s)	0.09
	Junior Varsity	0.07
	Equipment Manager	0.04
	Middle School	
	Head coach (s)	0.07
	Assistant(s)	0.06
Basketball		
	High School	
	Head Varsity(s)	0.13
	Varsity Assistant(s)	0.07
	Junior Varsity(s)	0.09
	Middle School	
	Head Coach(s)	0.07
Wrestling		
	High School	
	Head	0.13
	Assistant(s)	0.09
	Middle School	
	Head	0.07
	Assistant Coach(s)	0.04
Baseball		
	Head Varsity	0.10
	Varsity Assistant(s)	0.06
Soccer		
	Head Varsity	0.10
	Assistant Coach(s)	0.06
Softball		

	High School	Head Varsity	0.10
		Assistant Coach(s)	0.06
Volleyball			
	High School	Head Varsity	0.10
		Assistant Coach(s)	0.06
	Middle School	Head Coach	0.07
Cross Country			
		7-12 Head Coach (s)	0.08
		Assistant(s)	0.06
Track			
High School		Head Coach(s)	0.10
		Assistant Coach(s)	0.07
Middle School		Head Coach(s)	0.07
		Assistant Coach(s)	0.04
Golf		High School – Head	0.08
Cheerleading			
	High School	Head Coach	0.10
		JV Coach	0.07
	Middle School	Head Coach(s)	0.05
Strength Coach		(All year including summer program)	0.16
Frosh Coaches		(All Sports If Needed)	0.06
Intramurals		Middle School Intramural Director	0.03
		Elementary Intramural Director	0.03
Music Department			
		Section Instructor	0.06
		Elementary Music	0.02
		Jazz Band	0.02
		Pep Band	0.02
		Swing Choir	0.07
		Musical Director	0.10
		Assistant Musical Director(s)	0.05
		Choreographer	0.03

	Conductor	0.04
	Musical Accompanist	0.04
	Choral Accompanist	0.04
Publications		
High School	Yearbook	0.06
Middle School	Newspaper	0.04
(Local Professional Development Committee)		
	Chairman	0.03
	Member(s)	0.02
Camp	Director	0.03
	Advisor(s)	0.02
	Elementary Camp fundraiser Director	0.03
Washington DC	Director	0.05
	Advisor(s)	0.02
	MS Fundraiser Director	0.03
Student Council	High School Advisor	0.04
	Middle School Advisor	0.02
	Elementary Advisor	0.02
Class Advisors		
High School	Grade 12	0.03
	Grade 11	0.06
	Grade 10	0.02
	Grade 9	0.02
Club Advisors		
High School	Key Club	0.02
	Language Clubs	0.01
	High School Quiz Bowl	0.03
	Middle School Quiz Bowl	0.03
	National Honor Society	0.01
Technical Support	High School	0.02
	Middle School	0.02
	Lark Elementary	0.02
	Olney Elementary	0.02

Computer Lab/Club	High School	0.02
	MS	0.02
	Elementary	0.02
Entry Year Program	Lead Mentor	0.04
	Mentor(s)	0.03
Literacy Team	Coordinator	0.04
	Member(s)	0.03

*Whenever an assignment name has (s) following it, each person serving in that capacity receives the compensation in the table. When an assignment without (s) following it is shared by more than one person, the compensation in the table is shared among those sharing the assignment.

Experience will be granted for movement/transfer to another position within the same activity, i.e. - Choral to instrumental, elementary music to secondary music. Contracts awarded for movement/transfer to another activity will start at level zero (0).

Persons contracted for a newly created supplemental position will be placed on the beginning step.

Experience is recognized by years 0-5. The salary schedule figures that the Staff Member is paid the percentage of the Supplemental Salary is as follows:

BA Column of salary schedule, Experience 0, 1, 2, 3, 4 and 5.

A maximum of two (2) years of experience may be transferred from other schools.

Longevity Supplemental Salary service shall be recognized after the seventh consecutive year in a position. A staff member will be awarded an additional Two Hundred Dollars (\$200.00) after completion of seven (7) years in one position. Further, upon completion of ten (10) years in one supplemental position, a staff member shall be paid an amount in addition to the supplemental salary that is equal to the lesser of the amount of the supplemental salary or Four Hundred Dollars (\$400.00). This longevity clause only applies to bargaining unit members holding supplemental contract(s) for the 2009-2010 school year. It will continue to apply for the individual bargaining unit member as long as the bargaining unit member continues to hold the supplemental contract for that assignment without a break in service. Bargaining unit members who are newly hired for a supplemental assignment beginning in the 2010-2011 school year will not be eligible for longevity pay.

Supplemental contracts shall automatically terminate upon completion of assigned duties and a notice of non-renewal is not required.

The Strength Coach will provide strength training sessions four days per week, two 2-hour sessions per day.

The offering of any and/or all supplemental contracts is at the discretion of the Board of Education provided the superintendent consults with Athletic Council regarding athletic supplemental contracts and the NLEA President regarding other supplemental contracts.

A continuing condition for the offering of all supplemental contracts shall be sufficient student participation to warrant the offering of the activity in question. If the Board determines that student participation does not warrant that the contract continue, the contract will be discontinued, and the employee will be released from further performance of any duties under the contract and paid on a prorated basis for services that have already been rendered.

When job duties are filled by personnel who are not Northwood professional staff, the pupil activity contracts offered are outside the bargaining unit and not covered by this contract.

The Board will review and update as necessary job descriptions for supplemental duties prior to the start of the 2010-2011 school year.

A bargaining unit member assigned to teach Instrumental Music is expected to complete the duties that include Marching Band and Instrumental Band that require hours outside the workday. Said Bargaining Unit Member shall receive a stipend figured in the manner used for supplemental contract(s) (0.20). Longevity language also applies to this situation. Said stipend will be eliminated should the Board make the decision to remove those duties in the future.

A bargaining unit member assigned to teach MS and/or HS Vocal Music is expected to complete duties that require hours outside the workday. Said Bargaining Unit Member shall receive a stipend figured in the manner used for supplemental contract(s) (0.09). Longevity language also applies to this situation. Said stipend will be eliminated should the Board make the decision to remove those duties in the future.

A bargaining unit member assigned to teach Elementary Music is expected to complete duties that require hours outside the workday. Said Bargaining Unit Member shall receive a stipend figured in the manner used for supplemental contract(s) (0.02). Longevity language also applies to this situation. Said stipend will be eliminated should the Board make the decision to remove those duties in the future.

A bargaining unit member assigned MS Counselor duties is expected to complete 10 days of extended time compensated at the daily rate for that Bargaining Unit Member.

Said stipend will be eliminated or prorated should the Board make the decision to eliminate or reduce extended time in the future.

A bargaining unit member assigned HS Counselor duties is expected to complete 20 days of extended time compensated at the daily rate for that Bargaining Unit Member. Said stipend will be eliminated or prorated should the Board make the decision to eliminate or reduce extended time in the future.

51.1 **Tutor**

Employees serving as tutors shall be compensated at the base hourly rate at the BA, Step 0 level.

51.2 **Athletic Director**

In the event of a vacancy in the Athletic Director position, the position shall be posted in the manner set forth in Section 25.1. If a teacher is appointed to this position, the teacher shall be compensated in one of the following manners:

<u>Percentage</u>	<u>Periods of Release Time</u>
.21	3
.26	2
.34	1

ARTICLE 52

EXTRA RESPONSIBILITY PAY

52.1 **Extra Responsibility Pay**

Extra Responsibility Pay shall be paid to teachers for work that occurs outside the normal school day by teachers who serve on school-based or District committees at the direction of the Board or with the approval of the Superintendent (e.g., Building-Level Proficiency Task Force, Grant Writing, District Health & Safety Committee, Building Continuous Improvement Program Committee, District Continuous Improvement Program Committee). Other activities that would qualify for Extra Responsibility Pay include curriculum-related committees or school/District-sponsored activities or training relating to curriculum, technology and grade-level collaboration, as well as building/grade-level activities, such as Family Math Night, Family Technology Night and Portfolio Night. Such Extra Responsibility Pay will only be paid if the teacher fully participates in the committee or activity to its completion.

The Extra Responsibility Pay program excludes functions and activities regularly associated with customary duties, such as parent/teacher conferences or meetings, IEP

meetings, student/parental guidance meetings, Open House, graduation ceremonies and grading period-related parent/teacher conferences.

In the event a teacher participates in a program or activity that would qualify for Extra Responsibility Pay and such program or activity includes a stipend or other compensation by a third party, the teacher may choose to take either the third-party stipend or the Extra Responsibility Pay. If Extra Responsibility Pay is chosen, the third-party stipend or compensation is forfeited to the District.

52.2 **Payment Procedures**

In order to receive credit toward Extra Responsibility Pay for a given activity, the teacher must have the Building Principal or other appropriate supervisor sign a form verifying attendance. Extra Responsibility Pay will be paid at the conclusion of the school year.

52.3 **Payment Schedule**

Teachers shall receive Extra Responsibility Pay based upon the number of hours spent in eligible Extra Responsibility Pay activities in accordance with the following payment schedule. Payment will be \$18.00 per hour for every hour worked.

52.4 **Moving to a New Classroom**

In the event a teacher is required to move from one classroom to another classroom in the District, the teacher will be given a one (1) day per diem stipend computed at Bachelor's Step 0. A teacher will be given ten (10) days after the conclusion of the school year to pack his or her classroom materials.

ARTICLE 53

EXCELLENCE AWARD

53.1 **Excellence Award**

In the event the District earns a rating of "Excellent" as determined by the Ohio Department of Education's School Report Card or an equivalent rating in the event the Ohio Department of Education adopts an alternative ranking system, teachers shall receive a lump sum payment of Five Hundred Dollars (\$500.00) in a separate check issued along with the second paycheck in the month of November following the issuance of that rating. In the event the District earns a rating of "Excellent with Distinction" or an equivalent rating in the event the Ohio Department of Education adopts an alternative ranking system, teachers will receive a lump sum payment of One Thousand Dollars (\$1,000.00) in the same manner.

ARTICLE 54

CONTRACTS

54.1 Teacher Tenure

- A. Continuing contracts are contracts that remain in effect until the teacher resigns or retires, or until the contract is terminated or suspended.

A continuing contract shall only be granted to a teacher who gives signed, written notice of eligibility for continuing contract to the Superintendent by January 31 of the year of eligibility and:

1. Meets the licensure and education requirements and other conditions set forth in Section 3319.08(D) of the Ohio Revised Code,

AND

2. Has completed three (3) years of successful teaching in Northwood Local School District or two (2) years of successful teaching in the Northwood Local School District and the teacher had previously attained a continuing contract (tenure) in another Ohio school system prior to employment in the Northwood Local School District.

ARTICLE 55

RIGHTS OF NLEA

55.1 Rights of NLEA

1. The Board shall permit the NLEA to make use of school buildings for meetings in accordance with the terms of the policy on Use of Board Facilities. NLEA business will not be conducted at a time when such business would interrupt the education process.

2. The NLEA shall have the privilege of using the school inter-office mail service, teacher mailboxes, and the District's e-mail service for NLEA communication with members subject to compliance with the District's authorized use policy and provided that use by NLEA does not interfere with other District operations.

3. The NLEA may provide bulletin boards in school building lounges for posting notices and other material relating to NLEA activities. Such bulletin boards may not exceed sixteen (16) square feet in size and placement must be approved by the

principal and head of maintenance before installation and shall be in an area frequented by teachers.

4. The NLEA may use school-owned equipment (excluding consumable supplies) provided that:

- a. Proper advance request is made and approved;
- b. Use of equipment does not interfere with school-usage requirements, and the use is conducted by teaching personnel at such times other than contracted service periods; and
- c. The purpose is solely the legitimate and internal business of NLEA (e.g., records, notices, correspondence) and not for public distribution.

5. NLEA may use of a total of fifteen (15) days per school year for NLEA business which shall be used in either half or full-day increments. The Board shall provide substitutes, if available, the cost of which shall be borne by the NLEA.

6. The NLEA shall be provided on-line access to the Board Policy Book. In the event Board policies are revised or newly adopted, the NLEA President shall be notified of same within five (5) working days of the Board action.

7. Teachers may leave their buildings after regular student dismissal to attend NLEA general meetings four (4) times each school year. Meeting dates shall be cleared with the Superintendent, and notification of the dates and the hour teachers may leave the buildings will be sent to all building principals by the Superintendent.

ARTICLE 56

TERM OF AGREEMENT

56.1 Term of Agreement

This Agreement shall take effect 12:00 midnight on the 1st day of July, 2010 and remain in full effect until 12:00 midnight on June 30, 2014. Notwithstanding Article 3, Negotiation Procedures, Section 3.1(A), the parties agree to commence negotiations for a successor to this Agreement no later than February 1, 2014.

All items not proposed for modification or change will be incorporated into a successor agreement that is reached by the parties.

By affixing their signatures below, the President of the NLEA and the President of the Board concur that the instrument within is the complete understanding between the parties to this Agreement.

FOR THE ASSOCIATION

/s/Jennifer Sheets
President

/s/Elizabeth Perozek
Vice President

/s/Jeremy Lewin

s/Kathleen M. Ray

Date: February 21, 2012

FOR THE BOARD

/s/Denise C. Niese
Denise C. Niese, President

/s/Michael R. Wasch
Mike Wasch, Vice President

/s/Amy Romstadt
Amy Romstadt, Board Member

/s/Fritz Kalmbach
Fritz Kalmbach, Board Member

/s/Jeff Dunlap
Jeff Dunlap, Board Member

/s/Gregory A. Clark
Gregory A. Clark, Superintendent

/s/Angel Adamski
Angel Adamski, Treasurer

Date: 3/20/2012

APPENDIX A

**GRIEVANCE PROCEDURE FORM
(Steps 1, 2 and 3)**

Name of Grievant _____ Grievance No. _____
Date _____ Assignment _____
Building _____

STEP: _____ (1, 2, 3)

A. Date of Grievance _____

B. 1. Statement of Grievance _____

2. Alleged violation of the Contract _____

3. Relief Sought _____

Grievant Date

C. Disposition by Board/Administrator _____

1. Copy each to:
Grievant, Representative & Superintendent

Signature Date

GRIEVANCE PROCEDURE FORM

(Step 4)

(to be filed with Superintendent/Board/Arbitrator)

A. Position of Grievant _____

Signature Date

B. Disposition by Superintendent/Board/Arbitrator _____

One copy each to:

Principal, Grievant & Representative

Signature Date

APPENDIX B

**NORTHWOOD LOCAL SCHOOL DISTRICT
LEAVE FORM**

SICK LEAVE

I will be/was absent _____ day(s) on _____ date(s).
Absence will be/was for (please specify one of the following):

_____ Self	_____	_____ Name, Relationship
_____ Family Member	_____	_____ Name, Relationship
_____ Death	_____	_____ Name, Relationship
_____ Other	_____	_____ Name, Relationship

Reason (brief description required): _____

Medical attention (_____ was)/(____ was not) required (*please check one*).
If medical attention was required, please complete the following (5 days or more in a row require a note from the Doctor):

Doctor's Name: _____

Address: _____

This form must be completed and filed immediately upon return to regular duties

PERSONAL LEAVE

Applicants are eligible for three (3) days of personal leave, July 1-June 30 of the following year. Application for personal leave must be made in writing at least two (2) school days in advance unless an emergency makes it impossible to do so. Personal leave may not be used on the day before or the day after a holiday or vacation period, except in cases of extreme emergency.

I am requesting _____ day(s) Personal Leave on _____ date(s).
_____ Approved
_____ Disapproved; Reason: _____

PROFESSIONAL LEAVE (ATTACH REQUISITION & REGISTRATION)

I am requesting _____ day(s) Professional Leave on _____ date(s).
Reason (brief description required): _____
_____ Superintendent Approved
_____ Superintendent Disapproved: Reason: _____

VACATION LEAVE (12 MONTH EMPLOYEES ONLY)

I am requesting _____ day(s) Vac Leave on _____ date(s).

SUBSTITUTE INFORMATION

(This area **MUST** be completed and a copy forwarded to the Treasurer's Office before the substitute for this employee will be paid.)

_____	_____	_____	_____
Substitute's Name	Date Substituted	Substitute's Name	Date Substituted
_____	_____	_____	_____
Substitute's Name	Date Substituted	Substitute's Name	Date Substituted

NOTE: Falsification of this statement shall be grounds for disciplinary action, including loss of pay and/or dismissal.

_____	_____	_____	
Employee's Name	Employee's Signature	Date Signed	
_____	_____	_____	
Principal/Supervisor's Signature	Date Signed	Superintendent Signature	Date Signed
White copy - Treasurer	Canary copy - Employee	Pink copy - Building Office	

APPENDIX C-1

**Northwood Local Schools
Traditional High Level Base Coverage
With Supplemental Major Medical**

Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	23 Dependent/25 Student Removal upon End of Calendar Year
Lifetime Maximum ¹	\$2,000,000
Benefit Period Deductible – Single/Family ²	\$\$200/400
Coinsurance	100%
Coinsurance Out-of-Pocket Maximum – per member	\$300
Preventive Services	
Office Visit/Routine Physical Exam (For employee only) – Limited to one per benefit period	100%
Well Child Care – To age one, limited to a \$500 max.; Ages one to nine, limited to a \$150 max. per benefit period	100%
Routine Mammogram (One per benefit period, limited to an \$85 maximum)	100%
Routine Pap and Associated Office Visit	100%
Routine Hepatitis B Vaccine (For employee only) – Limited to one per benefit period	100%
Physician/Office Services	
Office Visit (Illness/Injury)	90% after deductible
Urgent Care Facility Services	90% after deductible
Allergy Testing	100%
Allergy Treatments	90% after deductible
Outpatient Services	
Diagnostic Services	100%
Physical Therapy	100%
Chiropractic Services	90% after deductible
Speech Therapy	90% after deductible
Cardiac Rehabilitation	90% after deductible
Respiratory Therapy	90% after deductible
Chemotherapy	100%
Radiation Therapy	100%
Dialysis	100%
Professional Services	100%
Emergency Use of an Emergency Room - Medical Emergency - Accident Emergency	100% 100% (For services received within 72 hours of the accident); 90% after deductible, thereafter
Non-Emergency use of an Emergency Room	90% after deductible
Inpatient Facility	
Semi-Private Room and Board – Including Ancillaries	100% for 365 days per in-hospital benefit period; Limit is combined with Inpatient Mental Health and Substance Abuse and Tuberculosis Services ³ ; 90% after deductible, thereafter
Inpatient Medical Care Visits	100% for the first 120 visits per in-hospital benefit period ³
Skilled Nursing Facility Services	90% after deductible

Benefits	
Tuberculosis Services	100% for 31 days per in-hospital benefit period; Limit is combined with Semi-Private Room and Board and Inpatient Tuberculosis Services ³ 90% after deductible, thereafter
Inpatient Consultation	100%
Maternity	100%
Physical Therapy	100%
Speech Therapy	100%
Occupational Therapy	100%
Cardiac Rehabilitation	100%
Additional Services	
Ambulance	90% after deductible
Durable Medical Equipment (Including TMJ appliances)	90% after deductible
Second Surgical Opinion	100%
Home Health Services	100%
Hospice Services	100%
Private Duty Nursing	90% after deductible
Organ Transplant Services	100%
Mental Health and Substance Abuse	
Inpatient Mental Health and Substance Abuse Services (31 days per in-hospital benefit period; Limit is combined with Semi-Private Room and Board and Inpatient Tuberculosis Services ³)	100%
Outpatient Mental Health Services	100% (for facility charges) and 50% (for professional charges) for the first \$550 per benefit period; 90% after deductible ^{3,4} thereafter
Outpatient Substance Abuse Services	100% (for facility charges) and 50% (for professional charges) for the first \$550 per benefit period; 90% after deductible ⁴ thereafter

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. Fees will be paid on a usual, customary and reasonable basis.

The meaning of "usual, customary and reasonable" is:

Usual The charge made most frequently for a given service by the physician who rendered a particular service.

Customary Charges of physicians generally of similar training and experience in that geographical area for same or similar service.

Reasonable The charge considered for usual medical circumstances or complications requiring additional time, skill, or experience in connection with a particular case.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Only those services that are subject to the Benefit Period Deductible apply towards the Lifetime Maximum.

²Maximum family deductible. Member deductible is the same as single deductible.

³An in-hospital benefit period is a period of time beginning when the member enters a hospital or other inpatient facility and ending when he/she has been out for 90 consecutive days.

⁴Benefits will continue to pay at 90% after the Coinsurance Out-of-Pocket Maximum is met.

APPENDIX C-2

**Northwood Local Schools
SuperMed Plus High Level Base Coverage (PPO)
With Supplemental Major Medical**

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	23 Dependent/25 Student Removal upon End of Calendar Year	
Lifetime Maximum ¹	\$2,000,000	
Benefit Period Deductible – Single/Family ²	\$200/\$400	
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum – per member	\$300	
Preventative Services		
Wellness Care (For ages seventeen and older) ³	\$10 copay, then 100% Limited to \$500 per benefit period – Including: - Routine Physical Exam/Office Visits; - Routine Pap and Associated Office Visit - Routine Lab, X-ray, Medical Tests and - Routine Hepatitis B Vaccine (for employee only) 80% after deductible, thereafter For the following services: - One Routine physical Exam/Office Visit per benefit period - Routine Pap - Routine Hepatitis B Vaccine (for employee only)	80% after deductible For the following services: - One Routine Physical Exam/Office Visit per benefit period - Routine Pap - Routine Lab, X-ray, Medical Tests (For ages nine and older), Limited to \$500 per benefit period - Routine Hepatitis B Vaccine (for employee only)
Routine Mammogram	100% (One per benefit period, limited to an \$85 maximum)	80% after deductible (One per benefit period, limited to an \$85 maximum)
Well Child Care ³	\$10 copay, then 100% To age one, limited to a \$500 maximum; Ages one to seventeen, limited to a \$150 maximum per benefit period	80% after deductible To age one, limited to a \$500 maximum; Ages one to nine, limited to a \$150 maximum per benefit period
Physician/Office Services		
Office Visit (Illness/Injury) ³	\$10 copay, then 100%	80% after deductible
Urgent Care Facility Services ³	\$10 copay, then 100%	80% after deductible
Allergy Testing and Treatments	100%	80% after deductible
Outpatient Services		
Diagnostic Services	100% after deductible	80% after deductible
Therapies		
- Physical	100%	80% after deductible
- Chiropractic	90% after deductible	90% after deductible
- Occupational	90% after deductible	90% after deductible
- Speech	90% after deductible	90% after deductible

Benefits	Network	Non-Network
- Cardiac Rehabilitation	90% after deductible	90% after deductible
Chemotherapy	100%	80% after deductible
Radiation Therapy	100%	80% after deductible
Dialysis	100%	80% after deductible
Professional Services	100%	80% after deductible
Emergency Use of an Emergency Room - Medical Emergency - Accident Emergency	100% 100% (For services received within 72 hours of the accident); 90% after deductible, thereafter	
Non-Emergency Use of an Emergency Room	100% after deductible	80% after deductible
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries	100%	80% after deductible (365 days per in-hospital benefit period ⁴)
Skilled Nursing Facility	100%	80% after deductible
Tuberculosis Services	100% for the first 31 days per in-hospital benefit period ⁴ ; 80% after deductible thereafter	80% after deductible
Inpatient Medical Care Visits	100% (120 visits per in-hospital benefit period ⁴)	80% after deductible (120 visits per in-hospital benefit period ⁴)
Inpatient Consultation	100%	80% after deductible
Maternity	100%	80% after deductible
Dialysis	100%	80% after deductible
Respiratory Therapy	100%	80% after deductible
Physical Therapy	100%	80% after deductible
Speech Therapy	100%	80% after deductible
Occupational Therapy	100%	80% after deductible
Cardiac Rehabilitation	100%	80% after deductible
Additional Services		
Ambulance Services	90% after deductible	90% after deductible
Durable Medical Equipment (Including TMJ Appliances)	90% after deductible	90% after deductible
Second Surgical Opinion	100%	80% after deductible
Home Health Services	100%	80% after deductible
Hospice Services	100%	80% after deductible
Private Duty Nursing	90% after deductible	90% after deductible
Organ Transplant Services	100%	80% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (31 days per benefit period ¹ - \$50,000 per lifetime for Substance Abuse)	100%	80%
Outpatient Mental Health Services and Substance Abuse Services	100%	80% (20 visits per benefit period for Mental Health; \$1,000 maximum per benefit period for Substance Abuse)

Note: Services requiring a copayment are not subject to the single/family deductible.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. Non-network fees will be paid on a usual, customary and reasonable basis.

The meaning of "usual, customary and reasonable" is:

Usual The charge made most frequently for a given service by the physician who rendered a particular service.

- Customary Charges of physicians generally of similar training and experience in that geographical area for same or similar service.
- Reasonable The charge considered for usual medical circumstances or complications requiring additional time, skill, or experience in connection with a particular case.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Only those services that are subject to the Benefit Period Deductible apply towards the Lifetime Maximum.

²Maximum family deductible. Member deductible is the same as single deductible.

³The office visit copay applies to the cost of the office visit only.

⁴An inhospital benefit period is a period of time beginning when the member enters a hospital or other inpatient facility and ending when he/she has been out for 90 consecutive days.

APPENDIX C-3

PRESCRIPTION DRUG PROGRAM

MEDICAL MUTUAL™	Northwood Local Schools Certified Prescription Drug Program ¹	
Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	23 Dependent/25 Student Removal upon End of Calendar Year	
Formulary Retail Program with Oral Contraceptive Coverage		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$30	30
Formulary Mail Order Program with Oral Contraceptive Coverage		
Generic Copayment	\$10	90
Formulary Copayment	\$20	90
Non-Formulary Copayment	\$25	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

APPENDIX D

**403(b) SPECIAL PAY PLAN
and 457(b) PLAN**

- A. The terms of the 403(b) Special Pay Plan shall include the following:
1. Participation in the 403(b) Special Pay Plan shall be mandatory for any member who meets both of the following requirements:
 - a. The member is 55 years of age or older in the calendar year in which he/she retires.
 - b. The member is entitled to \$1,000 or more severance pay.
 2. If a retiring member is a participant in the 403(b) Special Pay Plan, an employer contribution shall be made on his or her behalf under the 403(b) Special Pay Plan in an amount equal to the lesser of:
 - a. The total amount of the participant's severance pay, or
 - b. The maximum contribution amount allowable under the terms of the 403(b) Special Pay Plan.

To the extent that an employee's severance pay exceeds the maximum amount allowable under the 403(b) Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Special Pay Plan in January of the following calendar year; and if the amount to be paid to the 403(b) Special Pay Plan in January of the following year exceeds the maximum amount that is permitted under the 403(b) Special Pay Plan for such calendar year, the excess shall be paid to the member in cash.
 3. The TSA that shall be used for the 403(b) Special Pay Plan shall be the group annuity contract of AIG VALIC. An employee who is a participant in the 403(b) Special Pay Plan shall complete the AIG VALIC enrollment package prior to retirement; and unless and until an employee does so, no contribution of severance pay shall be made to the 403(b) Special Pay Plan on behalf of the member.
 4. If an employee is entitled to have a contribution paid to the 403(b) Special Pay Plan and dies prior to such contribution being paid to the 403(b) Special Pay Plan, the contribution shall nevertheless be paid to the AIG VALIC TSA and shall be paid to a Beneficiary of the member in accordance with the terms of that TSA.

5. After the contribution of severance pay has been made to the AIG VALIC TSA, the employee may subsequently transfer any such sums to other Section 403(b) plans or to a trust, custodial account or annuity that is intended to be part of a deferred compensation plan that is tax-qualified under Section 457(b) of the Internal Revenue Code in accordance with applicable law.
- B. If an employee shall not reach age 55 during the calendar year of retirement, the employee's severance pay shall be payable to the employee in a lump sum cash payment by a date selected by the Treasurer that is not later than seventy (70) days after the last day of the employee's employment. However, in accordance with the requirements of applicable federal income tax law, all employees may elect to have all or a portion of the member's severance pay deferred into a TSA or into a trust, custodial account or annuity that is intended to be part of a deferred compensation plan that is tax-qualified under IRC Section 457(b) (a "Section 457 Plan").

Now, therefore, subject to the applicable federal income tax law, the Association, and the Board further mutually agree that any such election may be made only if the following requirements are met:

1. The member's election is made prior to:
 - a. In regard to deferrals to a TSA, the date of payment, or
 - b. In regard to deferrals to a Section 457 Plan, the first day of the calendar month in which the payment will be made to the employee.
2. The amount to be deferred to a TSA for any calendar year shall not exceed the contribution limitations that apply under IRC Sections 402(g) and 415, or other applicable federal tax law. The amount to be deferred under a Section 457 Plan for any calendar year shall not exceed the contribution limitations that apply under IRC Section 457(b), 415, or other applicable federal tax law.

The Treasurer shall have authority to establish rules relating to the elective deferral of severance pay as shall be necessary to assure compliance with the applicable federal income tax law.

3. If an employee is entitled to a cash payment of severance pay, has elected to defer some or all of it to a TSA or a Section 457 Plan, and dies prior to the date such amount is paid to a TSA or Section 457 Plan, the amount that the employee had elected to be paid to a TSA or Section 457 Plan shall nevertheless be paid to the TSA or Section 457 Plan. If the member had not designated a specific TSA or Section 457 Plan, it shall be paid to the last TSA or Section 457 Plan which had received contributions on behalf of the deceased member; provided, however, that if the member had no TSA or Section 457 Plan, the deferred amount shall instead be paid to the deceased member's estate.

If an employee is entitled to a cash payment of severance pay, to the extent that the member has not elected to defer such amount to a TSA or Section 457 Plan and does prior to the date of such payment, the amount payable in cash shall be paid to the estate of the member.

- C. All contributions to the 403(b) Special Pay Plan, all deferrals to a TSA or a Section 457 Plan, and all cash payments to members shall be subject to reduction for any tax withholding or other withholding required by law. Neither the Board, nor the Association, guarantees any tax results associated with the 403(b) Special Pay Plan or deferrals to a TSA or Section 457 Plan.

APPENDIX E

VERBAL REPRIMAND/WARNING

Employee Name: _____

Position/Assignment: _____

Date of Occurrence: _____

Time: _____ Location: _____

Description: _____

Date Discussed with
Employee: _____

Signature of
Supervisor: _____ Date: _____

Signature of
Employee: _____ Date: _____

APPENDIX F

**CONTINUING CONTRACT ELIGIBILITY
UNDER R.C. 3319.08 AND 3319.11 AFTER HB 1**

HB 1 modified the eligibility requirements for a continuing contract, effective for teachers who are initially issued educator licenses on or after January 1, 2011.

Category	Licensure requirement	Teaching requirement	Education requirement
A	Professional, permanent or life certificate.	Taught for at least three of the last five years in the District.	No additional education required.
B	<ol style="list-style-type: none"> 1. Teacher's certificate or educator license issued prior to January 1, 2011; <u>AND</u> 2. Teacher holds a professional educator license, senior professional educator license, or lead professional educator license. 	Taught for at least three of the last five years in the District.	<p>If no masters degree was held at the time of initial receipt of the certificate or license, 30 semester hours of graduate coursework since the initial issuance of the certificate or license.</p> <hr/> <p>If a masters degree was held at the time of initial receipt of the certificate or license, 6 semester hours of graduate coursework since the initial issuance of the certificate or license.</p>
C	<ol style="list-style-type: none"> 1. Teacher never held a teacher's certificate; <u>AND</u> 2. Initial educator license was issued on or after January 1, 2011; <u>AND</u> 3. Teacher holds a professional educator license, senior professional educator license, or lead professional educator license); <u>AND</u> 4. Teacher holds an educator license (other than a substitute teaching license) for seven years. 	Taught for at least three of the last five years in the District.	<p>If no masters degree was held at the time of initial receipt of license, 30 semester hours of graduate coursework since the initial issuance of the license.</p> <hr/> <p>If a masters degree was held at the time of initial receipt of license, 6 semester hours of graduate coursework since the initial issuance of the license.</p>

May 19, 2010

Ms. Susan K. Dodge
Labor Relations Consultant
Ohio Education Association
6135 Trust Drive
Holland, Ohio 43528

Re: **Northwood Local Schools/NLEA Negotiations**

Dear Susan:

During our recent negotiations, there was discussion regarding the communication of Board policies. It was agreed that Board policies will be posted on the District's website beginning with the 2010-11 school year. Further, in the event Board policies are amended or supplemented, such changes will also be posted on the District's website.

Each year at the beginning of the year in-service, bargaining unit members will be reminded that Board Policy must be followed.

Very truly yours,

Gregory A. Clark, Superintendent

/smb

IT IS SO AGREED:

Susan K. Dodge, Labor Relations Consultant