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STATE EMPLOYMENT  
RELATIONS BOARD

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Agreement Between the  
**Northridge**  
**Board of Education**

And the  
**Northridge**  
**Teacher's Association**

Effective August 1, 2010 Through July 31, 2013

AGREEMENT BETWEEN THE  
NORTHRIDGE BOARD OF EDUCATION  
AND THE  
NORTHRIDGE TEACHERS' ASSOCIATION

EFFECTIVE  
AUGUST 1, 2010

THROUGH  
JULY 31, 2013

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
NORTHRIDGE BOARD OF EDUCATION  
AND THE  
NORTHRIDGE TEACHERS' ASSOCIATION

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## ARTICLE I

### BOARD/ASSOCIATION RELATIONSHIPS

#### A. PREAMBLE

The Northridge Board of Education, hereinafter referred to as the "Board," and the Northridge Teachers Association, herein-after referred to as the "Association," affiliated with the Ohio Education Association and the National Education Association, do hereby agree that the welfare of the children of the Northridge Local Schools is paramount in the operation of the schools and will be promoted by both parties. The parties, therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities:

Because of the above, it is understood and agreed that:

1. The Board of Education, by law, has the final responsibility for establishing policy in the school district.
2. The Superintendent and his staff have the responsibility for implementing the policies established by the Board.
3. The Board and the Association subscribe to the principle that differences should be resolved through negotiations and/or the grievance procedure without interruption to the school program.

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of said Agreement. Neither the Board nor the Association shall be obligated to negotiate on any item for the life of this Agreement except as may be provided herein.

#### B. RECOGNITION

The Association is hereby recognized as the sole and exclusive bargaining agent for the regular full-time and regular part-time certificated/licensed instructional staff. The certificated/licensed instructional staff, as used herein, shall be limited to classroom teachers, special teachers (e.g. art, music, physical education), school nurses, librarians, speech therapists, guidance counselors, and psychologists, who, at the minimum, provide half-time service to the Board.

#### C. BOARD RIGHTS

The Board, by mutual agreement with the association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement, and the Board, on behalf of the electors of the District, retains and

reserves unto itself the ultimate responsibilities for proper management of the School District conferred upon and vested in it by the Revised Code of Ohio and Constitutions of the State of Ohio and the United States, including the responsibility for and the right:

1. To maintain executive management and administrative control of the school system and its properties and facilities, to direct and supervise the professional activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and conditions for their continued employment, to discipline, or to terminate them for just cause under Section 3319.16, O.R.C., to promote and to transfer all such employees.
3. To delegate authority through recognized administrative channels according to Board policy.
4. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with or do not conflict with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

#### D. ASSOCIATION RIGHTS

As the recognized representative of the teachers, the Association shall have the following rights:

1. Use of school bulletin boards designated by the building principal, the school mail, the school e-mail and teachers' mailboxes.
2. Upon approval of the principal, a teacher whose job necessitates access to his/her room when the building is unoccupied, may be issued a key or facsimile. The teacher will sign for the key or facsimile and return it no later than the next regular school day. In no case will students be admitted, except by special agreement with the school principal.
3. Making brief announcements at faculty meetings and brief announcements over the PA system with the approval of the building principal.
4. Participating in the first general faculty meeting of the school year.

5. The Association President shall be provided an electronic copy of the Board meeting agenda and the proposed minutes of the Board's preceding meeting one (1) business day prior to each Board meeting.
6. The Administration will provide a copy of this contract to all instructional staff identified in the recognition clause of this agreement. Copies of the Board Policy manual shall be updated as policies are adopted by the Board and shall be made available in the media centers for use by all professional staff members.
7. Use of school-owned equipment without charge on school premises, with permission of the Superintendent, current multimedia, copiers, calculators, computers and printers and communication equipment. The Association will reimburse the Board for supplies used and shall assume financial responsibility for loss or damage to said equipment while in use by the Association.

#### E. ASSOCIATION/ADMINISTRATION COMMITTEE

In the interest of sound contract administration and bilateral communication, a joint committee shall be appointed as needed when requested by either party of each school year. The committee shall be composed of the Association President, one association appointed representative from each building, the Superintendent, and the respective building principals or their administrative designees, and shall convene at the request of either party to discuss subjects of concern to either party. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect and attempt to reach solutions to common problems. The party calling said meeting shall submit an agenda of the meeting at the time the meeting is called. The meetings shall be alternately chaired by the parties and said meetings shall be scheduled at a time mutually convenient. The party chairing the meeting shall keep minutes and said minutes shall be distributed within one (1) week thereafter to all meeting participants and the Board. The Association/Administration Committee shall have no authority to process grievance or alter terms and conditions of the negotiated agreement.

#### F. NO STRIKE/LOCKOUT

1. It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board, nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Association.
2. The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown or other interruption of work during the term of this Agreement and the Association will actively discourage and publicly

denounce any strike, stoppage, slowdown, or other interruption of work in violation of this Article.

3. In the event the employees of the Board represented by the Association, engage in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the employees covered hereunder shall continue to work during any such activity as a condition of continued employment, without exception, and upon the request of the Superintendent or the Board.

#### G. SCHOOL CALENDAR

A calendar committee, chaired by NTA, composed of five (5) teachers, one from each building (appointed by the Association), the NTA President and administrators designated by the Superintendent shall be convened by November 1 in the odd numbered years to develop a 2-year school calendar recommendation.

Within fifteen (15) days the committee shall report the results of its review to the Superintendent.

#### H. FACILITY PLANNING PROCESS

The NTA will participate in any facility planning process in regard to major construction of and additions to or usage of school buildings.

The Superintendent will solicit recommendations from NTA in regard to the above.

#### I. NATIONAL AND STATE OFFICERS

Upon completion of five (5) years teaching with the Northridge School System and upon recommendation of the Superintendent and with approval of the Board of Education, a teacher who is elected to a full-time office in the state or national professional organization, may request and be granted a leave of absence without pay not to exceed his/her term of office.

#### J. PARAPROFESSIONALS

The NTA is invited to furnish input related to the need for paraprofessionals. The NTA will submit these recommendations in writing by March 15 each year. It is understood that the decision of the Board or administration may not be challenged.

#### K. NON-DISCRIMINATION

In accordance with the laws of the United States and the State of Ohio, there shall be no illegal discrimination against any employee on the basis of race, religion,

disability, age, sex, or national origin. The Board agrees not to discriminate against any employee on account of membership or non-membership in the NTA.

Charges of illegal discrimination on account of race, religion, disability, age, sex or national origin shall be taken exclusively through statutory procedures and shall not be a subject of a grievance through the Grievance Procedure set forth in this agreement.

## ARTICLE II

### PROBLEM RESOLUTION PROCEDURES

#### A. IMPASSE PROCEDURE

In the event the parties fail to reach agreement, in negotiations for a successor collective bargaining agreement, either of the parties may declare that impasse has been reached. When this occurs, the services of the Federal Mediation and Conciliation Service shall be promptly requested.

Mediation shall be in accordance with their rules and regulations. In the event that agreement cannot be reached with the use of the mediator, the parties shall be free to present their respective position to the Board of Education in public or executive session.

The within procedures shall be the exclusive impasse procedure during contract negotiations.

#### B. INFORMAL PROBLEM SOLVING

A teacher with a problem or concern or group of teachers, who have the same problem or concern that is not grievable shall follow this procedure:

1. Immediate administrative supervisor.
2. Assistant principal, if affected, or principal.
3. Other administrator whose decision is being challenged.
4. Superintendent.
5. Board of Education.

Teachers may have a representative of the NTA present at all levels of the above procedures if they so wish.

#### C. GRIEVANCE PROCEDURE

1. Definitions
  - a. A grievance is a complaint of a teacher, a group of teachers or the Association involving an alleged violation or misapplication of the provisions of this Agreement.

- b. A grievance alleged to be a group grievance shall have arisen out of substantially similar circumstances affecting each member of said group. Group and Association grievance must identify the name(s) of individuals involved in the alleged grievance. If the NTA files a grievance alleging a violation of the Association rights, there is no requirement to list the names on the grievance form.
- c. No grievance may be filed concerning a matter which may be made a subject of a charge with a state or federal agency.
- d. Any decision by the Board to terminate, renew or not renew the contract of any teacher, whether such teacher is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate, renew or not renew any such contract shall not be deemed a grievance and may not be processed as such.
- e. The term "day" is defined as the aggrieved teacher's working day during the school year or weekdays (excluding holidays) or during periods when the teacher is not assigned or scheduled to work.

## 2. Procedure

Step I - Informal Procedure: The aggrieved party shall discuss the grievance or complaint with the person who is directly concerned with the grievance in a face-to-face meeting. If the immediate supervisor indicates that he/she can not remedy the complaint, the teacher may discuss the complaint with the administrator who is authorized to provide remedy in an informal face-to-face meeting. This shall be accomplished within fifteen (15) days after the grievant knows, or should have known, the act or conditions on which the grievance is based. In no event, however, may a grievance be filed later than thirty (30) days after the date of the occurrence from which the grievance arose. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the rights granted in this Article. At the start of such meeting(s), the grievant or his/her designated representative shall state the purpose of the meeting is to comply with Step I (informal step) of the grievance procedure.

Step II - Formal Procedure: If a satisfactory solution is not effected, the aggrieved party shall present his/her written grievance to the principal within ten (10) days after the informal hearing. The principal shall, within ten (10) days of receipt of the grievance, conduct a hearing concerning the grievance, provided the principal has the power to remedy. The principal shall provide a written response to the grievance and forward it to the grievant and to the grievant's representative within ten (10) days from the date of the hearing, or if the principal is powerless to remedy he or she shall so advise in writing within ten (10) days of receipt of the written grievance.

Step III - Superintendent: If a satisfactory solution is not effected, the Association may within ten (10) days of the receipt of the Step II response, advance the written grievance to Step III - Superintendent. Any failure to invoke Step III as provided herein will render the grievance moot and the matter shall be considered withdrawn. The Superintendent shall decide whether to personally handle this Step of the grievance or delegate responsibility within ten (10) days of receipt of the grievance. The Superintendent or his/her designated representative shall provide a written response to the grievance and shall forward the same to the grievant and to the grievant's representative within ten (10) days from the date of the hearing.

Step IV - Arbitration: If the action taken in Step III by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the Association or if no decision has been rendered by the Superintendent within ten (10) days, the Association, within ten (10) days thereafter, may advance the grievance to Step IV - Arbitration and, if so, shall notify the Superintendent in writing of such intent. Any failure to invoke Step IV as provided herein will render the grievance moot and the matter shall be considered withdrawn.

The Association shall submit its demand for arbitration to the American Arbitration Association (AAA) to provide the parties with a list of seven (7) arbitrators from which the parties may, using the voluntary rules of AAA, select an arbitrator from any list(s) provided by AAA. The AAA shall not have the authority to independently designate an arbitrator but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator.

In the event it is claimed by the Board that any matter filed as a grievance is not a grievance as defined herein, such dispute as such, may be appealed to arbitration with the arbitrator having the authority only to rule on the arbitrability of the dispute prior to convening the hearing on the merits of the dispute. Issues of arbitrability that are not raised at Step III of the grievance procedure shall not be raised at the arbitration hearing.

The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the proceedings, including court reporter costs, if applicable. Each, however, shall be responsible for any additional expenses incurred, including fees and expenses of its representatives.

The arbitrator will have the authority to hold hearings and to confer with any parties.

Neither party will be permitted to assert in an arbitration proceeding any ground or to rely on any evidence not previously fully disclosed to the other party.

The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement, and shall only have the authority to interpret the provisions of this Agreement as the same relate to the specific grievance appealed to arbitration. No arbitrator may issue an award which is contrary to the Board of Education's power to adopt budgets, establish funds or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code. The decision of the arbitrator shall be final and binding on the Board, its agents, the Association and its members.

### 3. Miscellaneous Provisions

- a. A grievant, at his/her sole choosing may appear on his/her own behalf and may be represented at any and all steps of the grievance procedure by a member of the NTA or its affiliation and/or by counsel. The administration shall provide to the NTA President a copy of all written responses to the grievance. The Board shall not adjust any grievance that conflicts with the terms of this agreement.
- b. A grievance may be withdrawn at any level without prejudice or record.
- c. No teacher shall file a grievance after the effective date of his/her resignation.
- d. The President of the NTA will receive the same notice as the grievant. Decisions rendered at each formal level will be made in writing on the forms attached setting forth the decision, and will be transmitted to the grievant and the Association President in accordance with the time limits established.
- e. All records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- f. If the employee or the Association does not abide by the time limits set forth herein, said employee or Association forfeits the right to continue to the next step of the grievance procedure. If the administration does not abide by the time limits set forth herein, the grievant filing the grievance may proceed to the next step.
- g. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.
- h. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to effect a satisfactory resolution to the problem.
- i. Processing of grievances shall be during non-school hours except as otherwise approved by the Superintendent or his/her designee.

- j. The time limits or steps set forth in this procedure may be extended or waived with the mutual consent of the parties hereto.
- k. All grievances must be signed by the grievant or grievants if the grievance is a group grievance. No individual will be recognized as a grievant unless they have signed the grievance form.

#### D. COMPLAINTS

A complaint received from any identified person outside the Administration by an individual Board member directed toward members of the teaching staff shall be referred to the Superintendent.

The Superintendent shall inform the building principal where the teacher is assigned of the complaint when action is contemplated on the complaint.

When action is going to be taken on the complaint, the building principal will inform the classroom teacher of the complaint directed toward him/her and be given an opportunity to settle the complaint.

The complainant shall be identified to the teacher and be requested to meet with the teacher to discuss the complaint on its merits.

Teachers and administration will deal fairly and justly with parents, students, the complainant and each other.

#### E. CHALLENGE OF MATERIALS USED IN THE CLASSROOM

An orderly procedure for questioning or challenging instructional materials or class lessons in the Northridge School District:

1. Upon receipt of a complaint from a citizen of the community, the administrator will notify the teacher or teachers involved.
2. The administrator will initiate an investigation of the complaint.
3. Whenever possible, a meeting between the citizen, teacher, and administrator will be arranged.
4. A written copy of the results of the investigation will be forwarded to the teacher or teachers involved, if requested.
5. If no action involving the complaint is contemplated, no notice to the teacher will be required.
6. If the issue of the challenged material is carried to the Board, the teacher(s) in question will have the right to representation or counsel.

## ARTICLE III

### EMPLOYMENT/ASSIGNMENT/SEPARATION

#### A. TEACHER CONTRACTS

The teacher contract will be issued to teachers as soon as practical after April 30. Said contract will contain the following information:

1. Type of contract (limited or continuing)
2. School year
3. Annual salary
4. Number of pay periods
5. Placement on the teachers' salary schedule in accordance with training and years of teaching experience

Teacher Contract Length - Except for teachers employed to replace a teacher on a leave of absence, all newly employed teachers shall be employed on a limited contract on the following basis. On recommendation of the Superintendent:

1. The first contract shall be for one (1) year or fraction thereof;
2. The second successive contract shall be for one (1) year;
3. The third successive contract will be for one (1) year;
- \*4. The fourth successive and succeeding contracts will be for four (4) years.

\*The Superintendent may, in lieu of a recommendation for a multiple-year contract, make a recommendation for an additional one (1) year contract, which cites areas needing to be improved that were identified through the evaluation process or he/she may recommend nonrenewal.

The administrator and the teacher will collaboratively develop an improvement plan or he/she may recommend nonrenewal.

#### B. CONTINUING CONTRACTS

1. Teachers eligible for a continuing contract are those who on April 30th hold a professional, permanent or life certificate/license (issued prior to January 1, 2011), have been in the employ of the Board for three (3) of the last five (5)

years or have attained continuing contract status elsewhere, having served (2) years in the district, and are recommended by the Superintendent of the District. The continuing contract shall be issued for the following school year.

The Board may accept said recommendations or reject them if in rejecting them do so by a 3/4 vote of its entire membership.

The Superintendent may in lieu of a recommendation for continuing contract make a recommendation for a limited contract not to exceed two (2) years, which cites areas needing to be improved that were identified through the evaluation process or he/she may recommend nonrenewal. If a teacher is re-employed pursuant to the provisions of this paragraph, the responsible administrator and teacher will collaboratively develop an improvement plan.

2. Teachers eligible for a continuing contract are those who never held a teacher's certificate and were initially issued an educator license on or after January 1, 2011 and:
  - a. Holds a professional educator license, senior professional educator license or lead professional educator license.
  - b. Has held an educator license for seven years.
  - c. Has completed one of the following:
    - i. Completed thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field if they did not hold a Master's degree at the time of initial licensure.
    - ii. Complete six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field if they held a Master's degree at the time of initial licensure.
  - d. Teachers meeting the eligibility requirements who have been in the employ of the Board for three (3) of the last five (5) years or have attained continuing contract status elsewhere, having served two (2) years in the district and are recommended by the Superintendent shall be issued a continuing contract for the following school year. The Board may accept said recommendation or reject them if in rejecting them do so by a ¾ vote of its entire membership. The Superintendent may in lieu of a recommendation for continuing contract make a recommendation for a limited contract not to exceed two (2) years, which cites areas needing to be improved that were identified through the evaluation process or he/she may recommend nonrenewal. If a teacher is re-employed pursuant to the provisions of this paragraph, the responsible administrator and teacher will collaboratively develop an improvement plan.

A continuing contract is a contract that shall remain in full force and effect until the teacher resigns, elects to retire, or until said contract is terminated or suspended.

#### C. SUPPLEMENTAL CONTRACTS

Compensation for Board approved supplemental duties shall be provided for on separate contracts. Supplemental contracts and job descriptions shall be issued as soon as feasible after employment by the Board. A teacher who is awarded a supplemental contract must maintain all required credentials, such as, Sports Medicine, First Aid, CPR, and Van Driving. Van driving may be waived based on documented physical limitations. Certificates are to be filed with the appropriate administrative office.

#### D. TEACHING ASSIGNMENT

The Board shall send a written notification of tentative teaching assignments to all certified/licensed teachers (including building, grade level, and/or subject) on or before July 15 annually.

#### E. TEACHER WORK DAY / WORK YEAR

1. The teacher's normal work week will be thirty-seven and one half (37 1/2) hours as assigned by the Board.
2. The normal school year shall consist of 184 teacher work days.
3. The normal teacher work day and / or the normal work year for teachers may be flexed to accommodate such activities as meetings, parent teacher conference, staff development, etc. The flexed time will be scheduled within the normal 184 days teacher work year.
4. The Elementary, Middle School and High School teachers shall be given planning time as designated by the State Minimum Standards.
5. Building faculty meetings will be confined to the normal thirty-seven and one half (37 1/2) hours teacher work week when it applies at a building.
6. Teachers will be scheduled thirty (30) minutes of uninterrupted, duty-free lunch time daily and will be permitted to leave the premise after notifying the principal or his/her designee.
7. Meetings involving teachers shall not require the teacher to be in attendance longer than one class period unless his/her class is attended by another staff member.

8. Except in case of emergencies, no more than one (1) total building staff meeting per week will be scheduled by the administration. The administration shall provide, whenever possible, a one (1) week prior notice of the scheduled meeting.
9. Staff development meetings shall be announced at least two (2) weeks prior to the scheduled meeting, unless unforeseen circumstances necessitate a change of the meeting date.
10. On inclement weather days, when schools are closed, the Superintendent may determine if teachers are required to report to work. On delayed start days, reporting time for teachers shall be proportionate to the amount of the delay.
11. When a teacher is absent as provided for by the terms of this agreement, he/she will notify the principal according to building procedure. The principal will endeavor to secure a substitute from the approved substitute list.
12. Teachers may not request other teachers to cover classes for them without prior approval of the principal.
13. High school teacher's work day: when the teacher and the Board agree, the teacher's work day may be extended in intervals of time equal to the minutes in the regular teaching period. Additional compensation to be prorated on the teacher's placement on the salary schedule.
14. Teachers may be permitted, with the permission of the building principal, to use flex planning time either in the morning or afternoon dependent upon other school scheduled building activities, district activities, or meetings as long as the teacher fulfills his/her contractual day hours as stated in the contract.

#### F. TERMINATION / NONRENEWAL OF CONTRACT

1. Termination of Contract - Board agrees to follow the requirements for Termination of Contract as set forth in section 3319.16 of the O.R.C.
2. Nonrenewal of Contract - Board agrees to follow the requirements for Nonrenewal procedures of the contract as set forth in section 3319.11 and 3319.111 of the O.R.C.

#### G. REDUCTION IN TEACHING STAFF

1. When, in the judgment of the Board, it becomes necessary to reduce the teaching staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of school or territorial changes affecting the District, grade or curricular reorganization,

or for financial reasons, such reduction will be made by non-renewal or suspension of contracts in accordance with the following procedure.

2. The Board shall effect staff reduction of continuing or multi-year limited contracts by suspending teachers' contracts, and such contract suspensions shall comply with Section 3319.17 of the Ohio Revised Code.
3. The Board shall effect staff reduction by nonrenewal of teachers employed under and up to and including a one-year limited contract, and such contract nonrenewals will be made on a system-wide basis in accordance with the following procedures:
  - a. Nonrenewal of contracts shall occur to limited contract teachers by certificated area and shall be based upon District seniority, after giving consideration to demonstrated proficiency, regular teacher evaluations, the needs of the District and extracurricular, curricular and coaching assignments.
  - b. Tutoring seniority will not qualify a tutor for a teaching position.
  - c. Replacement teacher's service will not qualify a replacement teacher for a teaching position.
  - d. Certificated and/or licensed areas must be on record in the teacher's personnel file by March 1 of any school year.
  - e. No appeal through the procedures of Article II Section C, R.C. 3319.11 or R.C. 3319.111 shall exist for teachers nonrenewed under this paragraph.

4. Displacement Rights

Any teacher displaced from his/her current teaching assignment under Paragraphs 2 and 3 of this section, may displace the most junior teacher in another teaching field. In order for a teacher's area(s) of certification to be considered, that teacher's certificate(s) showing such area(s) must be in the teacher's official personnel file as set forth above. The teacher exercising displacement rights may only do so in the field(s) in which he/she holds a certificate.

5. It is understood that voluntary transfer requests may be considered, and involuntary transfers effected, in order to assign teachers whose contracts have not been non-renewed or suspended so as to meet the staffing needs of the District.

## 6. Seniority

When used in this section, seniority is defined as years of continuous employment within the School District. Where seniority among two or more affected teachers is equal under this definition, preference shall be given in priority as follows:

- a. Total number of full-time years of teaching experience.
- b. Date of employment as determined by Board minutes.
- c. Amount of training in subject areas or field, i.e., the number of college credits beyond the Bachelor's Degree.
- d. Additional ties in seniority shall be broken by lot.
- e. Continuous employment shall include all time on sick leave, all time on Board approved paid leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension or non-renewal for reduction in teaching staff reasons if the teacher is reinstated.
- f. Unpaid leaves of absence shall not constitute an interruption in continuous service. However, the time that the teacher was on such unpaid leave will not be counted in total years of service in determining seniority right hereunder.
- g. Seniority shall be lost when a teacher resigns or leaves the employ of the Board due to non-renewal for nonreduction in teaching staff reasons or termination of contract.
- h. Individuals employed as replacement teachers shall not earn seniority rights.

## 7. Recall Rights

Teachers whose contracts have been suspended or nonrenewed because of a reduction in force reason shall have rights to recall as follows:

- a. Recall rights shall be limited to twenty-seven (27) months following the last regularly scheduled work day for the classroom teacher in the year in which the layoff occurred.
- b. Teachers whose contracts were nonrenewed or suspended shall be recalled to a vacancy in the inverse order of nonrenewal or suspension as positions become available in their area of certification

at the time of recall. Teachers must notify the District of any changes in their area of certification.

- c. A teacher notified of recall to a position may turn down the first offered position, allowing the Superintendent to offer said position to the next person on the recall list who is qualified to fill said position. The person making the turndown would retain his/her position on the recall list. If a teacher refuses recall to another position, said teacher's name shall be removed from the recall list.
- d. Teachers on recall status shall have the responsibility for keeping the Superintendent informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the teacher's last known address. Failure to contact the Superintendent to accept such recall within ten (10) calendar days of the date of such mailing shall remove the teacher from recall status.

#### 8. Notice of Contract Suspension

No teacher covered hereunder shall have his/her contract suspended unless the affected teacher(s) has been given at least a fourteen (14) day notice of the Superintendent's intention to recommend such suspension to the Board. Notice of any impending reduction in force shall be given to the Association President twenty-one (21) days prior to the Board taking action under this Article.

- 9. Nothing contained herein shall abridge the Board's right to nonrenew a limited contract teacher for reasons other than a reduction in force in accordance with Ohio Revised Code Section 3319.11.

#### H. VACANCIES, TRANSFERS AND REASSIGNMENTS

When a vacancy occurs in the teaching staff by reason of resignation, dismissal, retirement, or any new position created after the commencement of school through the end of the student year, that position will be posted in each building and the President of the NTA will be notified that applications are being taken. If a teacher makes application within ten (10) days of the posting of that vacancy, the Superintendent or designee will interview the applicant. The person interviewed may update his/her application with any pertinent information. Posting and interviewing for extracurricular assignments will be done in the same manner as stated above.

Prior to filling vacancies which become known and available during the summer break period but prior to July 10, the administration shall post such vacancies for at least ten (10) days or until July 10 of each school year, whichever shall first occur.

1. Transfers and Reassignments.

Definition: Transfers are of two types -- transfers (voluntary) and reassignments (involuntary).

Transfers: A teacher may make request for a transfer for any teaching position open for which he/she is certified/licensed. These requests will be given consideration by the Superintendent. The teacher will be notified of the Superintendent's decision as soon as practical. If denied a transfer the teacher will receive in writing the reasons for this denial. When a teacher who is approved for transfer moves to a new classroom, he/she will receive up to fifteen (15) hours of pay at the curriculum rate of pay to prepare his/her classroom.

Reassignments: Notice of a pending reassignment shall be given to the teacher as soon as practical. Upon the teacher's request, a meeting will be held with the Superintendent or designee to discuss the assignment, at which time the teacher will be notified of the reasons therefore. When a teacher who is involuntarily reassigned moves to a new classroom, he/she will receive up to fifteen (15) hours of pay at the curriculum rate of pay to prepare his/her classroom.

I. SEVERANCE PAY

1. A teacher of the Northridge Local School District at the time of retirement from active service, may be eligible for severance pay effective the last day of employment, providing eligibility requirements are met as follows:
  - a. Must be employed by the Northridge School District at the time of retirement.
  - b. Has five years or more service in the Northridge School District.
  - c. Leaves employment in good standing. For the purpose of this section, a teacher who does not leave employment in good standing, is a teacher whose employment was involuntarily terminated under provisions of R.C., 3319.16, who leaves employment while disciplinary charges are pending or a teacher who leaves employment after having been charged with a criminal action.
  - d. Has an application for service retirement approved by the State Teachers' Retirement System.
  - e. Has completed application for severance pay filed with the Treasurer no later than ninety (90) calendar days after last day of employment. Payment shall be paid in one lump sum within sixty (60) calendar days

after the Treasurer's receipt of the application or December 31 of the year of retirement, whichever

shall first occur. In no case will severance pay be made while the employee is still receiving regular pay checks.

2. The formula shall be one fourth (1/4) of accrued sick leave days up through three hundred sixty days (360) not to exceed a total of ninety (90) days of severance pay.

The daily rate of pay shall be determined by the teacher's position on the Board-adopted teacher salary schedule in effect at the time of retirement. Payment will be calculated by multiplying the daily rate of the teacher's pay by the total number of days or fraction thereof, as determined by the formula.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any teacher.

3. Severance pay for any teacher age 55 or older who is retiring will rollover into a designated 403(b) accumulated leave plan. Any changes in the Section 403(b) regulations or any court or administrative agency interpretations of the regulations that are contrary to the provision of this agreement will make the provisions of the paragraph null and void. In the event that this provision becomes null and void, the parties shall meet to negotiate appropriate changes in line with the changes or the court or administrative agency interpretations.

In the event of death of a teacher, payment hereunder will be made in accordance with R.C. Section 2113.04.

#### J. EMPLOYMENT OF RETIRED TEACHERS

If the Board of Education elects to employ individuals who have retired and are receiving benefits through a public retirement system, the conditions set forth in this article and only the conditions set forth in this article shall apply to the employment of these individuals:

1. The salary to be paid to the retired teacher shall be set by the Board of Education at or between step 5 and step 11 of the salary schedule. Retired teachers shall receive an additional year of salary schedule credit above his/her initial placement for each year of his/her subsequent employment as a retired teacher. This provision shall supersede and replace Chapter 3317 of the Ohio Revised Code and any other law of the State of Ohio with which it is in conflict.

2. Unless otherwise restricted by law, individuals employed pursuant to this provision shall not be eligible for any of the insurance plans offered by the Board of Education if the retired employee is eligible to receive insurance coverage from another source.
3. Retired teachers initially employed by the Board shall accumulate and use sick leave as if he/she was hired as a newly employed teacher by the district. Only sick leave accumulated as a retired teacher may transferred to Northridge from another district.
4. Teachers employed pursuant to this provision shall receive one year limited contracts which shall automatically expire at the end of the school year. It shall not be necessary to non-renew these contracts or issue notice of nonrenewal if employment is not offered to the affected teacher for the following school year his/her employment shall automatically be terminated. This provision shall supersede and replace Sections 3319.11 and 3319.111 of the Ohio Revised Code and any other provision of Ohio law with which it may be in conflict.
5. Retired teachers shall not be eligible to receive nor shall they receive continuing contracts regardless of their years of service or license held. This provision shall supersede and replace 3319.11 of the Ohio Revised Code and any other law of Ohio with which it is in conflict.
6. Retired teachers employed pursuant to this provision are not entitled to and are not eligible to receive any severance benefits pursuant to this contract.
7. Retired teachers employed pursuant to this provision shall be considered to be the least senior employees in the event of a layoff and shall be laid off pursuant to Article 3 of the contract prior to regular employees of the Board.

## ARTICLE IV

### INDIVIDUAL WORKING CONDITIONS

#### A. WORKING CONDITIONS - INSTRUCTIONAL MATERIALS AND SUPPLIES

The Board will allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment to enable teachers to fulfill their teaching responsibilities within the confines and goals established by the Northridge Board of Education.

State Department of Education mandates will be followed insofar as possible.

In the event that economic conditions make it necessary to severely curtail the expenditure for supplies, the Board shall consider making reductions in a uniform manner in all areas of expenditures.

#### B. WORKING CONDITIONS - CLASSROOM INTERRUPTIONS

The principal will strive to reduce interruption in the classroom by reducing excessive intercom announcements, outside phone calls, and parent visits not pertinent to the class or teacher.

#### C. SCHOOL PROCEDURES

##### 1. Faculty Council

Within each school building there will be a Faculty- Principal Council.

##### a. Membership

The principal, head building representative, a representative from each team or department, and all other teachers wishing to attend. The chairperson will be elected by the Council at the first meeting.

##### b. Purpose

The Council should function as a media for communications, dialogue and discussing possible solutions to problems.

##### c. Meetings

Meetings should be scheduled monthly, upon request of the head building representative, and an agenda organized in advance. It will be the responsibility of the head building representative to solicit agenda items from all members of the Faculty Council, and to distribute the

agenda to all teachers, principal and the superintendent at least three (3) days in advance.

There will be a recording secretary who will keep minutes and distribute minutes to all mentioned above within three (3) days.

d. Reprisals

There will be no reprisals taken by administrators against teachers participating in the Faculty Council.

e. Unresolved Issues

Unresolved issues may be taken to the joint Association/Administration Committee for review.

2. Written Procedures

Each principal shall provide his/her staff with the school's written procedures and policies at the beginning of the school year. Changes in those written procedures will be implemented only after notification is made to the affected staff member(s).

3. Teachers who leave the building during working hours must have the permission of the principal. Teachers who leave the building during the thirty (30) minute lunch period will sign out and in in the school office.

4. The Board and the NTA mutually agree that a professional teacher's obligation may include the following:

- a. Attendance at teacher meetings.
- b. Attendance at curriculum study groups.
- c. Department or grade level meetings.
- d. Attendance at P.T.O. meetings.
- e. Conference with students.
- f. Phone calls from parents.
- g. Conference with parents.
- h. Lesson plan preparation and study.
- i. Pupil evaluation.

- j. Other school community activities.
- k. Home visitation - Teachers shall not be required to make home visits alone.

With permission of the principal, a teacher may be excused from any scheduled meetings listed above in items a, c and d.

Consideration will be given to dismissing school early on occasion to facilitate the accomplishment of some of the above items.

With exclusion of emergency situations, one (1) week advance notice will be given in regard to a, b, c, and d above.

While it is recognized that some of these may have to be scheduled outside the normal work day, efforts will be made to schedule within the work day where practical.

Misapplication of this item may be addressed at the Association/Administrative Committee.

#### D. COOPERATING TEACHER

The training of student teachers is a shared responsibility of the Northridge School District's classroom teachers and administrators and the local universities or colleges.

The Superintendent of Schools is responsible for the approval of student teacher training programs in the Northridge School District.

Student teachers will be assigned to teachers who hold professional licenses. Other assignments of student teachers will be made with mutual agreement of the parties. The cooperating teacher shall be provided background information and an opportunity to interview the student teacher candidate before assignment is made. Student teachers will not be placed without the consent of the cooperating teacher.

#### E. CREATIVE AND INNOVATIVE TEACHING FUND

To promote creative and innovative teaching in Northridge Public Schools, teachers are encouraged to submit proposals to the building principal to develop and implement these ideas.

The administration shall develop and distribute guidelines for the submission and implementation of creative and innovative teaching projects. A set of guidelines shall be made available to each staff member.

The maximum amount that may be expended in the fund is \$1,500.00 per year.

#### F. NATIONAL BOARD CERTIFICATION

While in the employ of the Northridge Schools and upon written verification of earning National Board Certification from the National Board for Professional Standards, a one-time stipend of \$1,000 will be awarded to the teaching staff member. Those employees who currently hold national board certification are eligible for the stipend as well. The National Board Certificate must be on file in the Superintendent's office. Certificates filed after September 15 and prior to February 1 shall be evaluated for payment for the first full payment in February. Certificates filed after February 1 shall be evaluated for payment the next succeeding school year.

#### G. TEACHER EVALUATION

1. A joint committee of teachers appointed by the Association and administrators appointed by the Superintendent will be formed to develop the District's evaluation process and instrument which will be part of the negotiated agreement (Appendix F). The Committee's work shall be submitted in report form to the Superintendent, the NTA President and shall be approved by the Board. Time lines for the committee report shall be set by the Superintendent. The evaluation process and instrument will be reviewed upon the request of either party.
2. Any change in the evaluation process/instrument during the term of this negotiated agreement shall have the joint agreement of the Association and administration. The agreement will require a Memorandum of Understanding and shall be considered part of this agreement. Changes will not be instituted until the teaching staff has been given at least thirty (30) days advanced written notice of the changes. Said notice shall reasonably communicate the substance of the change. During the pre-evaluation conference, the evaluator will include as a subject in this meeting, the method(s) the evaluator will use in collecting data for evaluative purposes.
3. A copy of the Athletic Evaluation instrument used for evaluating coaches shall be attached to this Agreement for informational purposes. Head Coaches evaluated by the Athletic Director and Assistant Coaches evaluated by Head Coaches shall have their evaluation completed within thirty (30) days after the end of their sport season.

#### H. IN-SERVICE PROGRAM

A comprehensive building regularly scheduled (defined by the school calendar) in-service program for the teaching staff is desirable. A Building Leadership Team will make recommendations to the principal concerning the staff needs for

regularly scheduled in-service programs. The President of the NTA may make recommendations to the Superintendent for a district in-service program.

I. TRANSPORTATION – TEACHER'S PRIVATE VEHICLE

No teacher will be required to transport students to and from school-related activities in his/her own car.

J. PAYROLL PROCEDURES

It is understood that pay must be earned before payment is made.

Teachers shall have 24 payroll periods. During the summer months, direct deposit notification will be e-mailed. If the direct deposit notification is to be e-mailed to a different address, the teacher will provide the Treasurer's office with the proper address.

Payments for teachers shall be made by direct deposit to a financial institution of the teacher's choosing, provided that such financial institution shall be a member of the Federal Reserve Banking System. Teachers shall follow rules established by the Treasurer to report an account code to be used for direct deposit. Direct deposit statements will be e-mailed no later than the normal end of the workday. When a payday falls on a holiday, the pay will be made not later than the day preceding the holiday. During the summer months, direct deposit statements will be e-mailed. If the e-mail address on the direct deposit statement is in error, or if the direct deposit statement is to be e-mailed to a different address, the teacher will provide the Treasurer's office with the proper e-mail address.

The Treasurer of the Northridge Board of Education shall deduct for unauthorized absences, federal, state and local taxes required by law, and the teacher's share of the retirement contribution. The Treasurer shall also deduct for employees covered hereunder upon the written request of the employee, amount for the FirstDay Financial, direct deposit to other local banks, Board-approved tax-sheltered annuities, NTA scholarship and professional dues. Dues will be deducted for the following professional organizations in twenty (20) successive pay periods: NTA, WOE, OEA, NEA AND OEA Retirement Savings Plan income protection provided the minimum account has been established by the individual. The Treasurer is authorized to remit all Association dues to the Association Treasurer within five (5) work days after such deductions are made. Association dues shall be deducted from those teachers who individually and voluntarily authorize such deduction and turn over such authorization to the Treasurer. Revocation of any authorization as set forth herein shall be in accordance with Section 9.41, Revised Code of Ohio.

If overpayment or underpayment occurs, the employee and the Treasurer shall mutually decide on the resolution to correct the payment error.

The Association agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provision of this section.

As required by Section 3313.262 of the Revised Code, the Treasurer of the Northridge Board of Education shall deduct from the wages and salaries of teachers such amounts for political organizations and parties and for non-partisan issues as the teacher, by written authorization, may demand and shall transmit any amount so deducted as the authorization shall direct. Any such authorization shall be on a form which is separate from any form used to apply for or authorize membership in or authorize payment of dues or fees to any organization.

#### K. TEACHERS NEW TO THE DISTRICT

Each newly employed teacher shall receive a contract of employment, a copy of the Administrative Building Handbook, and a copy of the current negotiated Agreement between the Board and the NTA.

A new teacher entering the district with a provisional license and less than two (2) years of teaching experience will receive a supplemental contract in the district for the purpose of orientation, preparation, planning, training and other staff development activities. The supplemental contract will be issued for three (3) days/22.5 hours. The number of hours for the purpose of orientation, preparation, planning, training and other staff development activities for other teachers new to the district will not exceed ten (10) hours.

In addition to the above, all new teachers will be expected to complete the number of staff development activity hours designated in Article VI, O. Staff Development Incentive Bonus

The number of extended days for teachers new to the district may differ from that which is set forth above upon the recommendation of the Superintendent and the approval of the Board. The scheduling of the extended days will be the responsibility of the Superintendent or a designee.

Teachers shall be compensated for the extended days worked at the daily rate of Step 0 of the Bachelor's column of the teachers' salary schedule.

#### L. PERSONNEL FILE

There shall be one official personnel file for each teacher and it shall be maintained confidentially by the Superintendent or his/her designee. It shall not be released for public inspection except as may be otherwise provided by law. All teaching personnel shall furnish to the Central Office file (Superintendent's office) the following information:

1. A completed application for employment in the Northridge School System.

2. An official transcript of college credits showing the official record of the degree granted.
3. A valid teaching certificate and/or license for the area in which he/she will be teaching. Failure to do so shall result in withholding the teacher's paycheck until the certificate/license is received.
4. A record of previous teaching experience and/or military service.
5. A copy of the latest contract properly signed and dated.
6. Updated information shall be on file by September 15 of each school year.

The teacher's personnel file shall contain other appropriate data regarding employment and performance of duties. Any member of the professional certificated/licensed staff shall be notified of the intent to place in his/her personnel file any material which may be considered critical of his/her conduct, service, character, or personality and shall be provided a copy of any such material prior to its being placed in his/her personnel file. A teacher may attach a statement of clarification, rebuttal or explanation to any item in his/her personnel file at the time an item is placed in the file. Pre-employment data is considered confidential and is not open for review or removal.

A teacher may, upon written request to the responsible administrator, review the contents of his/her personnel file. A teacher may, upon request, have one other person of his/her choosing at such a review. The date and time of review shall be mutually agreed upon by the responsible administrator and the teacher. The responsible administrator or designee shall be present at the review. After the review, the teacher may receive a copy of the personnel data by paying the nominal cost of photocopying.

All unfavorable reports older than five (5) years will be removed from the teacher's file. No information will be used in a teacher dismissal case by either party if that information is more than five (5) years old.

7. The Board shall incur all costs of state mandated criminal background checks of all bargaining unit members.

#### M. MEDICAL EXAMINATIONS

A teacher required by the Board of Education to receive a medical/mental examination by a Board-appointed physician/ psychologist will receive that examination at Board of Education expense.

N. CLASS LOADS

The administration will provide each teacher with a class list at least twenty-four (24) hours prior to the teachers' first contractual day. Class load issues will be directed to the building administrator. Reasonable efforts will be made by the building administrator to balance classes by adjusting student schedules. When assigning special needs students, the administration will provide an opportunity for input from appropriate staff on the placement of special needs students. The final placement of all students is the responsibility of the administration.

The Board and the Association recognize the importance of maximum communication between students and teachers. With this in mind, efforts will be made by administration in a timely manner and, if feasible, prior to the beginning of the school year to limit and balance class size, total class loads, and total teacher/student contacts per day to enhance student achievement.

The Association also recognizes the Board's final responsibility for establishing policy and that responsibility may not be challenged.

O. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

In accordance with the Local Professional Development Committee's by-laws, policies, and procedures, the LPDC shall review and approve Individual Professional Development Plans (IPDP) for renewing certificates and/or licenses. The majority of the LPDC membership shall consist of teachers (6) appointed by the NTA President. The administrative members (3) of the LPDC shall be appointed by the Superintendent. The LPDC by-laws, policies and procedures shall not supersede the provisions of this agreement and/or the policies adopted by the Board of Education.

The LPDC shall determine its own appeal procedures. The decisions of the LPDC appeals process are final and are not subject to the grievance procedures set forth in this Agreement. The involvement of employees covered under this agreement and serving on the LPDC shall not be used for employment decisions by the Board nor shall their involvement have any effect on performance evaluations. Compensation for the LPDC teacher members shall be at the curriculum rate as set forth in this Agreement. The LPDC teacher officers shall be compensated an additional \$5.00 per hour.

LPDC members must be present 3/4 of the meeting to be paid the minimum of one hour. Meetings lasting more than one hour will be prorated on 1/4 hour basis.

P. DISTRICT LEADERSHIP TEAM

The Association and the Board recognize the value of diverse representation on the District's Leadership Team. The Association shall select five (5) teachers (one from each building) to serve annually on the DLT. The NTA president shall

notify the Superintendent no later than Sept. 15, the names of the NTA Representatives.

## ARTICLE V

### LEAVES/ABSENCES

#### A. VISITING DAYS - Educational Observations

If recommended by the principal and approved by the Superintendent, a teacher may visit another school without loss of pay. The purpose of the visitation shall be to observe an existing exemplary program in progress.

#### B. CONFERENCES AND CONVENTIONS

The Superintendent may approve requests for travel and conference expenses. Approval may be granted for conferences (workshops, clinics, observation). Upon approval, employee's absence is authorized without loss of pay. Employees will be reimbursed for travel and reasonable expenses.

##### 1. Procedures

###### a. Requests to Attend Meetings

- (1) Written request to attend conferences and other meetings shall be submitted in duplicate on the forms provided to the building principal or the employee's immediate supervisor.
- (2) A copy of the itinerary of the conference or other meeting shall be submitted on the form entitled "Request to Attend Conference".
- (3) All written requests shall be forwarded to the Superintendent one (1) week prior to the regular monthly meeting of the Board of Education.
- (4) Exceptions to the preceding deadline will be considered in circumstances such as late notices of a conference, etc.
- (5) The principal or immediate supervisor is responsible for seeing that information regarding professional meetings is disseminated to the appropriate staff members.
- (6) The following shall be considered as a basis for the approval or disapproval of the request:
  - (a) Is the function directly related to the employee's assignment and/or a primary objective of the school district?
  - (b) How many days of absence will result?

- (c) Will a substitute be necessary, and is one available?
- (d) What is the estimated total cost involved, and are funds available in the appropriate fund?
- (e) Limitation of the number of staff members absent at one time may be necessary.
- (f) If the request involves a meeting or conference within the state or if the conference is out of state, but within a 200-mile radius of Dayton, attendance shall be limited as follows:
  - (i) One (1) to four (4) members in a department, team or grade level; one (1) representative per department, team, or grade level per building.
  - (ii) Five (5) or more members in a department, team or grade level; two (2) representatives per department, team or grade level per building.
- (g) If the request involves a meeting or conference outside the state and beyond the 200-mile radius of Dayton, attendance shall be limited as follows:
  - (i) No faculty member shall attend more than one (1) conference per school year at school expense.
  - (ii) No more than one (1) faculty member from the school district shall attend the same conference.
  - (iii) Faculty members not having previously attended a conference beyond the 200-mile radius shall be given priority.
- (7) The principal shall utilize the above guidelines when making recommendations as to attendance of personnel at meetings.
- (8) If the Superintendent assigns a faculty member to attend a specific conference, the above guidelines are not applicable.
- (9) The above restrictions may be relaxed at the discretion of the Superintendent.

- b. Reimbursement of employees for expense incurred while attending approved out-of-town professional meetings, conventions, conferences, etc., shall be as follows:

(1) Transportation

Reimbursement shall be the actual cost of travel, subject to the less cost of airline coach rate or the mileage reimbursement rate for auto or authorized by the Internal Revenue Service for the previous year. Travel that necessitates rental of a car must be approved in advance by the Superintendent (receipt required).

(2) Lodging Accommodations

Reimbursement shall be in full upon presentation of the stamped receipt for the night's lodging approved by the Superintendent. Expenditures for extraneous incidentals listed on the receipt are not reimbursable.

(3) Registration Fee

Reimbursement shall be in full upon presentation of the receipt.

(4) Other Reasonable Expenses

Expenses for meals, parking, taxi, etc., shall be itemized and limited to:

- (a) Thirty-five dollars (\$35.00) maximum per day approved for attendance.
- (b) Seventeen dollars (\$17.00) maximum per one-half day approved for attendance.
- (c) Travel from airport to hotel/motel shall be by the mode of the lesser cost of taxi, shuttle bus or limo service.

Receipts for reimbursable expenses shall be the original receipts photocopies, canceled checks, etc., are not acceptable.

(5) Non-Reimbursable Expenses

These expenses include, but are not limited to the following:

- (a) Membership Fee
- (b) Dues

- (c) Tuition
- (d) Entertainment
- (e) Tips

Reimbursement forms and receipts for expenses shall be filed with the Treasurer before payment is authorized.

Certificated/Licensed employees selected to serve as delegates and officials of educational or professional organizations may be absent to attend out-of-town meetings without loss of pay upon the recommendation of the Superintendent. It is assumed that the sponsoring organization will provide reimbursement for expenses incidental thereto.

Authorized expenditures incurred by representatives of the Council of Athletics, and expenses shall be limited to the provisions of these regulations.

#### C. SPECIAL LEAVE

Each teacher shall be entitled to three (3) days of special leave during each year. Such leave shall be granted upon written request filed by the teacher with the Superintendent's designee no later than three (3) days prior to taking the leave, except in the case of an emergency where prior notice is not possible. In case of such emergency, written request for approval of such leave will be made immediately upon return. The above limitation may be waived at the discretion of the Superintendent.

1. Teachers may be granted three (3) days of absence during each school year without loss of salary for special leave. The purpose of special leave is to provide time off to transact business or to attend to affairs of such nature which cannot be conducted outside the regular school day. Special leave shall be granted for the following:
  - a. Closure, real estate transaction.
  - b. Graduation ceremonies from college or university of child, spouse, or parents held during work day or beyond a 50-mile radius from Dayton.
  - c. Marriage of child, close friend, relative or self.
  - d. Settlement of an estate.

- e. Adoption of a child by employee.
- f. For any appearance in court as a defendant or as a subpoenaed witness in court or arbitration not otherwise covered herein.
- g. For the funeral of a close friend and/or relative not covered under the Sick Leave policies of the Board of Education.
- h. Special Leave days used in lieu of sick leave days for death in the family, other relative or friend. Special Leave days used for this purpose may not be changed at a subsequent date to sick leave days.
- i. For an Act of God or an accident that disrupts utility services, plumbing, heating or so damages the house that a condition is created that is hazardous or potentially hazardous to the welfare of the employee and/or his/her family and must be corrected without undue delay.
- j. Graduation of self from an accredited college or university with a Bachelor's or advanced degree in education.
- k. For registration for college courses which may not be done on Saturday.
- l. Observance of religious holidays where total abstinence from work is required.
- m. Attendance at ceremonies in which the employee or a member of the immediate family is receiving an award of major significance relating to public or educational service.
- n. Personal business appointments that may only be scheduled on a week day.
- o. For mechanical failure of transportation. Proof may be required. Employee must report for duty as quickly as an alternate form of transportation can be acquired.
- p. Any orientation, registration, special ceremony or event involving the employee's child in his/her school. This leave may be taken except for the first and last days of the school year for staff and students.
- q. Absent from work due to an injury caused by the negligence of a student and which arises out of the course of the teacher's employment.
- r. In lieu of sick leave for personal illness if sick leave is exhausted.

2. Conditions:

- a. Leave may be granted for one-fourth (1/4) day. Half-day employees may be granted one and one-half (1-1/2) days.
- b. One (1) additional special leave day may be granted at any time on an individual basis with prior approval of the Superintendent, who shall consider such request on its individual merit. The Superintendent's decision is final and this decision is not subject to grievance procedures nor does it set any precedent.
- c. Falsification of purpose stated for use of special leave shall be grounds for disciplinary action and denial of the use of special leave.
- d. Special leave may also be used in lieu of sick leave for personal illness if sick leave is exhausted.
- e. Special leave days may be taken in succession, if necessary.
- f. Except for leave that may be taken for items 1(b), 1(c), 1(e), 1(f), 1(g), 1(h), 1(i), 1(j), 1(l), 1(o), or 1(q) above, special leave shall not be granted on first or last day of school nor on the school day preceding or following a day when school is closed for a holiday, school vacation, professional conference day or on a professional conference day.
- g. Special leave may be used on consecutive days, but no special leave may be used to extend scheduled vacation periods.
- h. Up to three (3) additional Special leave days per injury may be granted by the Superintendent when a teacher is required to be absent from work due to an injury caused by negligence of a student and which arises out of the course of the teacher's employment. To be eligible for this special leave, the teacher must make application for Leave using the procedure set forth for Assault Leave.
- i. Unused special leave days are not accumulative from school year to school year.
- j. Special leave shall not be chargeable to sick leave.

D. SICK LEAVE

All full-time teachers shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month, unless on leave of absence, for a total of fifteen (15) days per year. Employees who have exhausted their accumulated sick leave and

special leave will be advanced sick leave up to the maximum remaining amount that may be accrued during that year. Sick leave will be advanced only upon a physician's statement that each absence is necessary. If the employee should resign, be placed on leave of absence, or become deceased before this advancement of sick leave has been earned back, such unearned sick leave days shall be deducted from adjusted final pay, or claim shall be made against the employee or his/her estate. The total allowable accumulation shall be three hundred sixty (360) days.

Previously accumulated sick leave of a teacher who has been separated from Ohio public service shall be accepted at full value, up to 360 days, provided none of such accumulated sick leave has been converted to pay upon retirement and provided such reemployment takes place within ten (10) years of the date of last termination from public service. It shall be the responsibility of the employee to request the statement of transfer of accumulated sick leave from the Treasurer's Office upon leaving the District.

Each new full-time employee, immediately on reporting for duty, shall be credited with five (5) days sick leave as defined in Section 3319.08, Ohio Revised Code, which may be used for personal illness, illness or death in the family. If any of the five (5) days is used, it shall be deducted from the total sick leave he/she may accumulate during the first year of service.

1. For absences due to personal illness, pregnancy, illness caused or contributed to by childbirth, emergency medical or dental treatment, injury, quarantine from exposure to contagious disease which could be communicated to other employees or to students, and for illness or death in the teacher's immediate family. Immediate family shall be defined as the teacher's mother, father, husband, wife, child (including step or foster parent or child), or other person permanently residing in the teacher's household.
2. Absence due to death in the immediate family as defined above is limited to a maximum of five (5) days or any additional days as may be approved by the Superintendent. Absence due to death in the near family which is defined as a teacher's brother, sister, parent-in-law or grandparent is limited to three (3) days or any additional days as may be approved by the Superintendent. Absence due to death of other relatives is limited to a maximum of one (1) day, unless extended travel time is approved by Superintendent. Other relatives are defined as relatives outside the immediate family or family as defined in this paragraph but no more distant than blood cousins once removed.

All teachers shall be responsible for notifying their building principal, according to the procedures established by the Board when the provisions of the sick leave policy are to be used. Failure to do so may result in denial of said benefits.

Sick Leave forms will be completed for any day or part of the day used. Deductions of sick leave due to use will be one-fourth blocks as follows: up to two (2) hours, 1/4 day deductions; over two (2) hours to four (4) hours, 1/2 day; over four (4) hours, one (1) full day shall be deducted excepting for periods under two (2) hours may be granted with approval of the principal without any deduction.

Summer school teachers will be eligible to use sick leave on the same basis as teachers during the regular school year as defined in the above contract.

#### E. SICK LEAVE DONATION

A teacher may donate a maximum of five (5) days of their accumulated sick leave to another teacher who has exhausted or is about to exhaust their accumulated sick leave and other applicable paid leave provisions.

Donated sick leave days may be used only for a prolonged personal illness of a teacher or medically dependent immediate family members that requires the absence of the teacher from his/her assigned duties. The word prolonged as used herein, is defined as an illness that is ten (10) consecutive days or more in duration and it does not mean the number of consecutive days of a teacher's absence. A physician's statement shall be submitted to the Superintendent of Schools as proof of need for additional sick leave days and donated sick leave days may not be used for occasional absences. Immediate family shall be defined for the purpose of this article as teacher, wife, husband, mother, father, and children.

A teacher may receive a maximum of fifteen (15) days per school year and in no event may a receiving teacher have more than thirty (30) days donated to him/her during his/her employment with the Board. Unused donated days are not returnable to the teacher(s) who earned the days.

A maximum of one hundred (100) days of sick leave may be exchanged among teachers during a school year.

The NTA will assume the responsibility for solicitation of donations of accumulated sick leave days.

Donation forms shall be submitted by the NTA to the treasurer for processing within five (5) working days prior to the date of the teacher's absence, or as soon as known.

Sick leave donation decisions are not subject to the grievance and arbitration provisions of the contract. In carrying out the provisions of this Article, NTA agrees to indemnify and save the Board and/or its representatives harmless against any and all claims, including the cost of defense, that may arise out of or

by reasons of action taken by the NTA and/or its members in donating or failing to donate sick leave days hereunder.

## F. JURY DUTY AND COURT APPEARANCES

### 1. Jury Duty

Absence for jury duty is permissible. After absences for such duty, the teacher shall return payment received for such services. The check received from the courts shall be endorsed and given to the Treasurer of the Board of Education, the teacher shall receive his/her regular salary for the number of days absent for such duty.

### 2. Court Appearances

Teachers subpoenaed to court to act as a Board witness/representative will be given release time during normally scheduled work hours to appear in court. Such release time shall be without any loss or gain in pay.

## G. SABBATICAL LEAVE

A Northridge teacher who has completed five years of service may, with the permission of the Superintendent and the Board of Education, be granted a leave of absence with pay, as prescribed in the Ohio Revised Code Section ORC 3319.131.

The following guidelines will be followed:

1. The teacher will present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave, provide evidence that the plan was followed.
2. The teacher shall be required to return to the district at the end of the period for at least one year.
3. The Board of Education shall not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than 2-1/2 percent of the professional staff at any one time, nor allow a part of the salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave for more than one year to any teacher more often than once for each five years of service, nor grant a second time to the same individual when other members of the staff have filed a request for such a leave.

4. Once granted, sabbatical leaves may not be terminated before date of expiration without consent of the Superintendent and the Board of Education.
5. Upon returning, the teacher shall be placed on the same salary step that the teacher was eligible for at the time of leave.
6. Applications or requests for sabbatical leave shall be submitted to the Superintendent not later than April 1. The Superintendent shall establish guidelines for priority and approval.

#### H. ASSAULT LEAVE (PROTECTION OF TEACHING STAFF)

1. A teacher who must be absent due to physical disability resulting from an unprovoked assault on such teacher, which occurs in the course of Board employment, on school grounds, during school hours or where required to be in attendance at a school sponsored function, shall be eligible for assault leave. Full pay status (days not charged to sick leave) under Assault Leave can be granted up to a maximum of the first five (5) days beginning with the first day of said leave. At the end of the five (5) days, the teacher may use sick leave or receive Worker's Compensation (if eligible) for the period of the physical disability. The Board shall pay the difference between the teacher's regular pay and the weekly benefit paid under the Worker's Compensation Act up to a maximum of an additional twenty-five (25) work days.

Eligibility shall be determined by the Superintendent and will be based on a signed statement on the appropriate form which shall include but not be limited to the following:

- a. Nature of the injury.
  - b. Date and time of occurrence.
  - c. Identification of the individual or individuals causing assault, if known.
  - d. Facts and circumstances surrounding the assault.
  - e. A certificate from a licensed physician describing the nature of the injury sustained causing absence.
  - f. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter(s).
2. A teacher who has been physically assaulted shall make an immediate oral report to the principal or his designee, if physically possible. The teacher shall make a written report to the principal before leaving school that day or

as soon as physically possible. The report shall contain all relevant facts and include the names of teacher, students, and/or other persons who were witnesses to the assault.

3. If the principal deems it necessary, the principal or his designee shall notify the police. In any case, the teacher, acting in a personal capacity, may notify the police if he/she judges such notification to be warranted.
4. The principal and/or his designee shall conduct a thorough investigation of the case. A report of the disposition will be filed with the Superintendent. Except for such information as may be privileged by law, a copy of the report will be furnished to the affected teacher.
5. In the event of a school-related assault on a teacher, the Board attorney shall inform the teacher of his/her legal rights. In addition, if litigation becomes a possibility, the Board will have an official representative made available to cooperate with the teacher and the teacher's counsel toward the protection of said teacher's rights.
6. If court action results and a teacher is required to be a witness in such action, that teacher shall be permitted sufficient time off without loss of pay to act as a witness in the court action.

#### I. LEAVE FOR MATERNITY/CHILD REARING

A teacher may use sick leave, if eligible, and/or request an unpaid leave of absence for maternity reasons, if disabled, and/or request an unpaid leave of absence for child rearing. The period of disability shall be defined as the period prior to birth and following birth in which the teacher's physician certifies that the teacher is unable to perform her duties. A teacher, upon awareness of pregnancy, shall give written notification to the Northridge Superintendent within ninety (90) days. Accompanying the written notification, the teacher will apply for a leave of absence for a specific period which shall include the period of disability. The teacher may take maternity leave without pay for child rearing for a period not to exceed the balance of the current school year plus the following academic school year. Semester 1 shall be defined as July 1 through the date specified on the Board-adopted school calendar. Semester 2 shall begin with the date specified on the Board-adopted school calendar through June 30.

The effective date of maternal leave of absence will be the date advised by the attending licensed physician. The physician's signed statement shall be submitted on a form provided by the Northridge Board of Education indicating the teacher's assignment, anticipated delivery date and the date to which the teacher should be able to perform the current assignment without excessive absence or impairment to health. If the teacher and the Superintendent agree in writing, a date different from the doctor's date for beginning leave of absence will be effective. A teacher, prior to returning from maternity leave of absence, must

furnish a physician's certificate stating ability or reasons for inability to perform duties. In the event that the teacher wishes to return from leave of absence prior to the date originally approved for the return from leave, the teacher will be permitted to return at the start of a semester or grading period. Earlier returns will be permitted with the approval of the Superintendent. During the term of unpaid leave, the teacher shall have the right to continue group life, dental and health insurance by advance payment of monthly premiums by the teacher to the Treasurer.

The teacher may submit a resignation notice in lieu of requesting leave. The effective date of the resignation will be the date advised by the attending licensed physician.

#### J. LEAVE TO ADOPT A CHILD

Teachers will be eligible for unpaid leave for adopting a child. The adoptive parent will notify the Superintendent as soon as they have been approved for placement. When the teacher is notified of an official placement date, the teacher will notify the Superintendent immediately. The period of leave may not exceed the balance of the current school year plus the following school year.

In the event that the teacher wishes to return from leave of absence prior to the date originally approved for the return from leave, the teacher will be permitted to return at the start of a semester or grading period. Earlier returns will be permitted with the approval of the Superintendent.

During the term of unpaid leave, the teacher shall have the right to continue group life, dental and health insurance by advance payment of monthly premiums by the teacher to the Treasurer.

#### K. LEAVE BECAUSE OF ILLNESS IN THE FAMILY

Upon the recommendation of the Superintendent and the approval of the Board of Education, a teacher may be granted an unpaid leave of absence not to exceed one school year or the balance thereof because of serious illness in the immediate family upon submission of the proof of need. The immediate family will be defined as child, spouse, mother, father, sister, brother. This includes other relatives permanently residing in the same household. If the Superintendent and the Board agrees, the leave may be extended.

#### L. RESEARCH AND/OR TEACHING IN A COLLEGE

Upon recommendation of the Superintendent and approval of the Board of Education a teacher who has completed five (5) years of service in the Northridge School System may be granted an unpaid leave of absence for a period not to exceed one school year or the balance thereof for the full-time teaching or research in a college or university.

A two-year leave may be granted if the employee assumes all financial obligations for the second year including any and all retirement costs. The Board of Education at its discretion may require the teacher to return for one year following the end of leave period.

M. LEAVE - PROFESSIONAL STUDY

Upon completion of five years teaching with the Northridge School System and upon recommendation of the Superintendent and with approval of the Board of Education, a teacher may be granted a leave of absence not to exceed one school year or the balance thereof without pay for approved professional purposes. Examples: overseas teaching, full-time graduate studies.

N. MILITARY LEAVE

Teachers on continuing contracts or regular limited teaching contracts who are members of the Ohio organized militia, or members of other reserve components of the armed forces of the United States, including the Ohio national guard, and are involuntarily ordered to active duty, are entitled to a leave of absence from their respective positions without loss of pay for the time they are performing services in the uniformed services for periods of one (1) month (up to 22 work days), for each calendar year in which they are performing such military services. For purposes herein, a calendar means January 1 through December 31 and shall include 176 work hours or more annually.

Payment for Military Leave shall be the lesser of \$500 per month or the difference between the teacher's regular compensation and the sum the teacher receives as his/her gross monthly uniformed pay and allowances. No teacher shall receive pay hereunder however, if his/her gross uniformed monthly pay is greater than his/her gross monthly salary from the District.

O. POLITICAL LEAVE

Upon completion of five years teaching with the Northridge School System, a teacher may request and be granted a leave of absence without pay not to exceed six weeks for a contested primary and six weeks for a contested general election. If elected, a leave of absence without pay may be requested and shall be granted for the term of the office.

P. FAMILY MEDICAL LEAVE ACT

The Board and employees shall have whatever rights, duties, discretion, and responsibilities as are set forth in the Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601, et seq.) as is or may be amended ("FMLA"), and in accordance with the following provisions:

1. For purposes of determining the "12-month period" in which an eligible employee is entitled to twelve weeks of leave, said 12-month period shall be defined as from July 1 through June 30.
2. Such leave shall be taken in conjunction with and simultaneously with other available leaves if the employee is eligible for said leaves. FMLA leave in conjunction with a leave of absence without pay may be taken before sick leave is used. FMLA requires employment for one (1) year and a minimum of 1,250 work hours per year.
3. An employee who takes a leave of absence without pay in conjunction with and simultaneously with FMLA leave, shall be eligible to continue to participate in the District's group insurance programs as if actively employed, and for a period not to exceed twelve (12) weeks in any year. Such employee shall state his/her intentions in writing when applying for the FMLA leave and pay the employee's portion of the premium on or before the first day of the month following the commencement of the leave. Upon the expiration of FMLA leave, the employee may continue his/her health and dental insurance in accordance with the provisions of COBRA. Life insurance may be continued by making monthly payments as long as the employee remains on unpaid leave of absence.
4. An employee on FMLA leave shall report, at not less than 14-day intervals, to the Superintendent's office the employee's status and intent to return to work.
5. Upon return from FMLA leave, the employee will be assigned to the same or similar position held before taking the leave. An employee who does not return to work upon expiration of FMLA leave may have his/her employment terminated.
6. This leave will not negate any other leave in this agreement.

Q. GENERAL LEAVES PROCEDURES

General Procedures - Leave of Absence

Application for Leave of Absence:

A teacher desiring a leave of absence for a full school year or for the first semester of a school year must submit their request in writing to the superintendent no later than March 1st of the year in which such leave is desired to commence. A teacher desiring a leave of absence for the second semester of a school year must submit their request in writing to the superintendent no later than November 1st of the year in which such leave is desired to commence.

## Rights While on Leave:

During a long term unpaid leave of absence without pay the teacher shall have the right to continue group life insurance, vision, dental and health insurance by advance payment of the monthly premiums by the teacher to the Treasurer. A long term leave of absence without pay is defined as an absence from the duties of a teacher's position for ten (10) continuous work days or more. All such leave are subject to the recommendation of the Superintendent and approval of the board.

Seniority does not continue to accrue on leave of absences; however, a leave of absence does not constitute a break in service.

A teacher on a leave of absence for one (1) school year or for the full second semester shall notify the superintendent, in writing, by March 1 of their intent to return to their teaching duties in August or submit a written request for an extension of said leave, if eligible.

A teacher on a leave of absence for the full first semester shall notify the superintendent, in writing, by December 1 of their intent to return to their teaching duties at the beginning of the second semester or submit a written request for an extension of said leave, if eligible.

Once granted, leaves of absences may not be terminated before the date of expiration without consent of the Superintendent and the Board of Education or as provide otherwise in this Article.

A leave of absence without pay may be extended upon the submission of a written request, and the recommendation of the Superintendent and the approval of the Board. A leave of absence without pay shall not exceed two (2) years (368 work days).

The following leaves, Assault, Family Medical, Illness, Maternity, and Military are exempt from the notification requirements set forth herein.

Upon returning from a leave of absence, the teacher shall be placed on the same salary step that the teacher was eligible for at the time of leave and shall be entitled to reinstatement at the expiration of the leave to a similar assignment as held immediately prior to the leave.

ARTICLE VI

SALARY, SCHEDULE, FRINGES AND EXPENSES

A. Salary Index

<u>Step</u>	<u>Bachelors</u>	<u>150 Hour</u>	<u>Masters</u>	<u>Masters +15*</u>
0	1.0000	1.0450	1.0900	1.1350
1	1.0450	1.0900	1.1350	1.1800
2	1.0900	1.1350	1.1800	1.2290
3	1.1350	1.1800	1.2290	1.2950
4	1.1800	1.2290	1.2950	1.3610
5	1.2290	1.2950	1.3610	1.4270
6	1.2950	1.3610	1.4270	1.4930
7	1.3610	1.4270	1.4930	1.5600
8	1.4270	1.4930	1.5600	1.6290
9	1.4930	1.5600	1.6290	1.7170
10	1.5600	1.6290	1.7140	1.8060
11	1.6290	1.7090	1.8000	1.8950
15	1.6980	1.7900	1.8860	1.9840
20	1.7670	1.8710	1.9720	2.0730
25	1.8710	1.9720	2.0730	2.1620

\* Masters+15 must be graduate semester hours earned after Masters Degree. Graduate hours must be earned in an area of certification or licensure granted by the Ohio Department of Education. Professional activity credits, including university hours, directly related to a supplemental position shall not qualify for advancement on the salary schedule.

B. FULL CREDIT ON SALARY SCHEDULE FOR YEARS OF EXPERIENCE

Except as may be set forth in the salary schedule and in Article III, J. Employment of Retired Teachers, all teachers employed shall be given credit on the salary schedule for years of teaching experience within state accredited private, public, and parochial schools. A year of teaching experience is defined as 120 days in a paid status during the school year.

C. CREDIT FOR ADDITIONAL HOURS

An official statement of credits shall be presented as evidence of satisfactory work promptly upon completion of training. If credits for additional professional training are filed after September 15 and prior to February 1, such credit shall be evaluated for salary adjustment for the first full pay period in February. Credits filed after February 1 shall be evaluated for the next succeeding school year.

Teachers who have reached the maximum step in one column of the salary schedule and subsequently qualify for advancement to another column shall be

placed on the appropriate step in the new column as indicated by their training and years of credited experience.

D. SUMMER SCHOOL PAY

Teachers who teach summer school will be paid \$35.14 per hour.

E. SUPPLEMENTAL POSITIONS - SEE APPENDIX B - CLASSIFICATIONS

Any advisor or coach who changes assignments within the same activity or sport shall retain their experience up to the third step level when moving to a lower numbered class. When moving within the same numbered class or to a higher numbered class in the same activity or sport, the coach or advisor will maintain their current step level.

All coaches and advisors who change assignments to a new or different sport or activity will be placed on the appropriate step level corresponding to the number of years of experience in the new sport or activity. Any new coach or advisor either employed by the district or new to the district will also be placed on the appropriate step level corresponding to the number of years of experience in the sport or activity.

Athletic Programs - the Head coach shall have responsibilities to develop and implement a coordinated program 7-12 or 9-12 as applicable. All coaches within a given sport shall have responsibilities to the total program as defined by the Head coach and approved by the Athletic Director.

<u>HOURLY RATES</u>	<u>10/11</u>	<u>11/12</u>	<u>12/13</u>
Home Inst.	\$27.04	\$27.44	\$27.98
Driver Ed/Behind-the-Wheel	\$27.04	\$27.44	\$27.98
Curriculum Work	\$27.04	\$27.44	\$27.98
Alternative Discipline School	\$27.04	\$27.44	\$27.98

(Formula: Bachelors Step 0 divided by 1380)

CAMP KERN - \$425 STIPEND PER YEAR PER TEACHER FOR TWO (2) NIGHTS

The salaries determined by the supplemental salary schedule shall be paid only upon the issuance of a supplemental contract by the Board and the fulfilling of the assigned duties. Supplemental contracts may be divided between two (2) or more individuals, and the Board reserves the right to add or delete positions or to not fill a supplemental position set forth herein

F. HOSPITAL/MEDICAL INSURANCE

1. The Board will pay 85% of the premium for Family, Single +Children or Single coverage. Such coverage shall be provided under a managed-care program with the same or equivalent coverage as set forth in Appendix D.
2. There shall be a contributory prescription drug program as part of the Hospital/Medical Insurance plan. See Appendix D for benefit schedule.
3. The Board shall pay on a pro rata contribution of the percentage set forth in paragraph one (1) above for those teachers covered hereunder who are less than full-time teachers.
4. When both spouses are employees of the Board, they shall be enrolled for family coverage or for two (2) single plans and the Board contribution shall be to 100% of the family coverage premiums. Beginning with new employees in 2010, when both spouses are employees of the Board, they shall be enrolled for family coverage or for two (2) single plans and the Board contribution shall be 85% of the premium share.

G. LIFE INSURANCE

The Board shall purchase group life insurance for each full-time teacher in the amount of \$50,000, subject to the master agreement with the carrier.

H. DENTAL INSURANCE

1. The Board will pay 85% of the premiums of the dental insurance plan for full-time teachers as set forth in the Board's master agreement with the insurance carrier for teachers covered under this agreement.

The foregoing dental insurance plan shall be available to all teachers covered herein who enroll in the plan and authorize the necessary premium contributions to be deducted from the payroll check.

2. In the event the insurance carrier with whom the board has contracted cancels coverage because of a failure of all eligible enrollees to meet the carrier's 75% participation requirement, or an initial failure to meet the 75% participation requirement, the obligations of the parties under this article shall cease and create no further dental insurance liabilities. Thereafter the Board's contribution based on 75% participation in the program shall be distributed into the salary schedule. Such amount shall be determined as of the time the coverage is terminated and placed into the salary schedule then in effect.

EXAMPLE: Premium liability prior to August 1, 2010 or August 1, 2011, whichever is applicable. 75% X number of eligible teachers at Board's

amount of contribution X number of months remaining prior to August 1, 2010 or August 1, 2011 whichever is applicable = dollars to be distributed into salary schedule.

3. The Board shall pay a pro rata contribution of the 85% set forth in Paragraph 1 above for those teachers covered hereunder who are less than full-time teachers.
4. When both spouses are employees of the Board, they shall be enrolled for family coverage or for two (2) single plans and the Board contribution shall be 100% of the family coverage premiums. Beginning with new employees in 2010, when both spouses are employees of the Board, they shall be enrolled for family coverage or for two (2) single plans and the Board contribution shall be 85% of the premium share.

I. VISION INSURANCE

1. The Board will pay 80% of the premiums of the Vision Insurance plan for full-time teachers as set forth in the Board's master agreement with the insurance carrier for teachers covered under this agreement. The foregoing vision insurance plan shall be available to all teachers covered herein who enroll in the plan and authorize the necessary premium contributions to be deducted from the payroll check.
2. The Board shall pay a pro rata contribution of the 80% set forth in paragraph one (1) above for those teachers covered hereunder who are less than full-time teachers.
3. When both spouses are employees of the Board, they shall be enrolled for family coverage or for two (2) single plans and the Board contribution shall be 100% of the family coverage premiums. Beginning with new employees in 2010, when both spouses are employees of the Board, they shall be enrolled for family coverage or for two (2) single plans and the Board contribution shall be 80% of the premium share.

J. HEALTH INSURANCE COMMITTEE

A Health Insurance Committee consisting of up to five (5) employee representatives each shall be appointed by the Superintendent and the NTA President respectively. The committee shall meet at the request of any of the parties. The party requesting the meeting shall be responsible for preparing and distributing to the committee members a meeting agenda at least 48 hours prior to the meeting time.

The committee's purpose is to study and review plan alternatives, premiums, cost sharing, carriers and other health insurance issues raised by the representatives.

The President of the Professionals Guild of Ohio may select up to two (2) employee representatives to be members of the committee.

K. STRS PICK UP UTILIZING THE SALARY REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the State Teachers' Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Teacher Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers' Retirement System increased thereby.

1. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation including supplemental earnings thereafter.
2. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workman's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
4. Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro rata reduction shall result with the employee contributing that portion which falls below such State minimum level.
5. It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
6. The Board is not liable nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.

7. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of the Article

L. MILEAGE REIMBURSEMENT

All teachers who are required to use a private automobile in the normal and regular course of completing their teaching duties will be entitled to receive mileage payment at the current IRS rate per mile as of August 1 of the current school year for the use of said auto.

M. SECTION 125 PLAN

The Board shall, at no cost to the Board, implement a plan under section 125 of the Internal Revenue Code for the purpose of sheltering eligible insurance premiums, medical expenses and dependent care expenses.

N. EXTENDED TIME PAY FORMULA

Extended time pay will be determined by the following formulas:

Base pay over 184	= per diem rate
Per diem rate over 7.5	= hourly rate

Base pay is determined by placement on the teachers' salary schedule in accordance with training and years of teaching experience.

O. CHILDREN OF TEACHERS TUITION FREE ATTENDANCE

Regular full-time and regular part-time teachers who are nonresidents may enroll their children in the district schools tuition free. The natural children, step-children or adopted children of teachers may be permitted to attend one of Northridge's Schools or the Montgomery County Career Tech Center without payment of tuition. The payment of any student fees are not included in the exemption from tuition payment.

Children of teachers shall comply with the admission requirements and criteria as well as the open enrollment requirements and criteria as established by the Board.

Transportation of the children to the assigned school shall be the responsibility of the teacher-parent.

Any custodial care of the children shall not interfere with the performance of the parent-teacher's contractual duties and responsibilities nor the contractual duties and responsibilities of other employees of the Board.

Teachers enrolling children in the district under the provisions of this section must make application for their children using the Inter-district Open Enrollment Application and must execute the Parent Agreement Form. Application and the Parent Agreement Form are available in the office of the Superintendent.

School and teacher assignment shall be made by the Superintendent of Schools and shall not be subject to the grievance and arbitration provisions of the contract.

P. STAFF DEVELOPMENT INCENTIVE BONUS

Each school year all teachers will complete eighteen (18) hours of staff development activities beyond the normal work day/year. These activities will be designed to help the teacher acquire or improve his/her instructional skills necessary to meet the professional goals of both the teacher and the school district. The staff development activities must be approved by the Superintendent or his/her designee. Upon request, a teacher shall receive an explanation for disapproval of staff development activities.

Staff development activities may include workshops, seminars, courses and technology classes. Staff development activities may be completed through a variety of mediums including online and/or distant learning. Staff development activities will be offered at variety of times such as afternoons, evenings, weekends, and summer.

The Board will post a schedule of staff development opportunities by the first day of school that will serve as the activities available for that school year. In recognition of the importance of collaboration and communication among special education teachers, the district's staff development activities booklet will include three opportunities each year for special education teachers to discuss practices, procedures, and updates that are specific to their area of need. If the Board fails to post scheduled staff development activities in accordance with the time lines set forth herein, the teacher will not be required to participate in staff development activities as set forth in this article during that session. Teachers who fail to meet the staff development activities requirement may be required to develop a Performance Improvement Plan in accordance with the provisions of the Teacher Evaluation Program.

Teachers will be paid at the BA Step 0 - hourly rate for each hour of required staff development. Staff development hours must be completed between August 1 and July 31 of each school year. Upon verification of successful completion of the staff development hours, the teacher will receive payment no later than the last pay period of the month following receipt of the documentation.

The Board will also pay BA Step 0 per hour for teachers who participate in approved other staff development activities beyond the normal school day/year. A maximum of twenty-two hours (22) total can be earned per teacher per school

year. Staff development hours taken beyond the minimum required hours each year shall not carry over to the succeeding school year. Teachers shall not be required to complete more than eighteen (18) hours in a contract year. Teachers on unpaid leave of absences are exempted from the requirements of this article during the the term of the leave.

Staff development requirements set forth in the article for Newly Employed teachers are included in the provisions of this article.

Staff development activities completed during the normal school day/school year are not applicable to the requirements of the Staff Development Incentive Article.

Provisions of the Tuition Reimbursement Program are not applicable to the requirements of the Staff Development Incentive Article.

**Q. PAYMENT IN LIEU OF HEALTH INSURANCE COVERAGE**

1. Any teacher who is eligible for full Board-sponsored health insurance who is employed for the entire school year, but who elects not to be insured under the Board-sponsored insurance program, shall be paid a year-end payment no later than September 30 as follows:

<u>In lieu of single coverage</u>	<u>In lieu of family coverage</u>
\$350	\$1,000

2. In order for this payment to be made, no coverage shall be taken during any part of a school year by an eligible teacher.
3. Those teachers who are not enrolled in the insurance program may elect to enroll based upon changes in family status and/or other circumstances in accordance with the provisions of plan's terms.
4. This benefit shall continue in effect each school year so long as the benefit to the Board is equal to or exceeds the payments made under this section.
5. Because teachers who have a spouse employed by the Board receive 100% of the premium paid by the Board, payment in lieu of insurance will be paid to only one (1) spouse and only if both spouses drop their health insurance with the Board.
6. Election to take payment in lieu of health insurance shall be made during the month of June.
7. Teachers who are eligible for less than full Board-sponsored insurance and who are employed for the entire school year but who elect

not to be insured under the Board-sponsored insurance program, shall receive a prorated amount of the payment set forth in paragraph 1.

R. TUITION REIMBURSEMENT:

The Board will allocate annually \$20,000 to be used for tuition reimbursement.

Tuition reimbursement will be made according to the following guidelines:

1. To be eligible, a full-time teacher must have two (2) years of teaching experience in the District.
2. No later than September 1, an application on the appropriate form must be submitted to and approved by the Superintendent or his/her designee and reviewed by the LPDC's thirty (30) days before classes begins. A receipt will be provided to the teacher.
3. To be eligible for reimbursement, courses must be provided by an accredited college or university in the field of Education. Vocational teachers, whose program curriculum requires them to take courses are eligible for the Tuition Reimbursement Program.
4. In order to qualify for tuition reimbursement, teachers must be employed in the District in the year following completion of course work.
5. Courses taken through grants or funded in whole or part by scholarships, stipends or funds from sources outside the District shall be excluded from the Tuition Reimbursement Program.
6. To be eligible for payment, a minimum grade of "B" or "Pass" (Pass/Fail Credit) must have been earned in each course for which tuition reimbursement is requested.
7. Before reimbursement is made both a receipt showing payment for tuition costs and proof of satisfactory completion of the course must be presented to the Superintendent or his/her designee. Proof of satisfactory completion of the course shall consist of one of the following:
  - a. An official transcript from the college or university.
  - b. An official grade slip showing the final course grade.
8. All forms can be found in each teacher's LPDC binder.

Tuition Reimbursement Procedures:

1. The reimbursement period for each year runs from August 1 of the current year through July 31 of the following year.

2. The \$20,000 appropriation shall be divided evenly by the number of teachers who have applied for tuition reimbursement by September 1.
3. By October 15, each teacher who applied for tuition reimbursement shall be notified of the guaranteed minimum amount of the reimbursement, not to exceed the cost of tuition.
4. On October 30 of the following year, the Treasurer will determine the amount of funds remaining in the previous year's appropriation. If funds remain, they shall be evenly distributed to those whose reimbursement has not exceed the cost of tuition. Any funds remaining shall be returned to the General Fund.
5. Payment under this Tuition Reimbursement Program will only be made for actual tuition expenses. Tuition reimbursement will not include payment for books, materials, laboratory fees, meals, parking, application fees, graduation fees, or other miscellaneous expenses.
6. Teachers must submit the Tuition Reimbursement Form to the Superintendent by September 30 and satisfaction of all other requirements. Payment will be made by December 15 of the year following the completion of the reimbursement year.

## ARTICLE VII

### FORM, EFFECT, DURATION, AND SIGNATURE

#### A. FORM

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of said Agreement. Neither the Board nor the Association shall be obligated to negotiate on any item for the life of this Agreement except as may be provided herein.

#### B. EFFECT - CONFLICT WITH LAW

1. In the event a provision of this Agreement is found contrary to federal, state or local law, or valid rule or regulation adopted pursuant thereto, as determined by a court of competent jurisdiction, then such provision shall be null and void. All other provisions of this Agreement which are not found in conflict with any applicable federal, state or local law, or valid rule or regulation adopted pursuant thereto, shall continue in full force and effect.
2. If, during the term of this Agreement, there is an amendment to or new enactment of any federal, state or local law, or valid rule or regulation adopted pursuant thereto, which invalidates any provision of this Agreement, upon request of either party, the parties will meet within 30 days to negotiate a substitute provision.

#### C. DURATION

This Agreement is effective as of August 1, 2010, and shall remain in effect through July 31, 2013.

D. IN WITNESS WHEREOF, the parties hereto have set their hands this 12th day of July, 2010

FOR: NORTHRIDGE BOARD OF  
EDUCATION ASSOCIATION

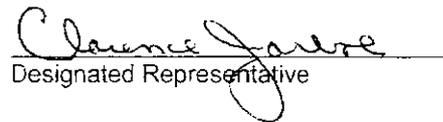
  
Superintendent

  
Treasurer

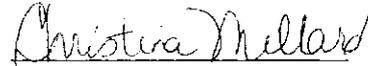
  
Board President

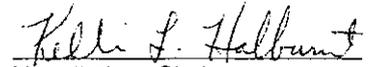
  
Board Committee Member

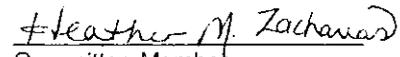
Board Committee Member

  
Designated Representative

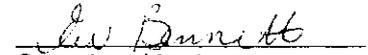
FOR: NORTHRIDGE TEACHERS

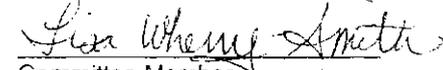
  
President

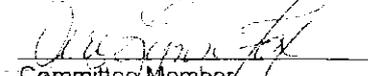
  
Negotiations Chairperson

  
Committee Member

  
Committee Member

  
Committee Member

  
Committee Member

  
Committee Member

  
Designated Representative

# Appendix

## APPENDIX A

### Northridge Local Schools Teachers Salary Schedule 2010-11

	BA	BA+150	MA	MA+15
Step				
0	37,312	38,991	40,671	42,349
1	38,991	40,671	42,349	44,029
2	40,671	42,349	44,029	45,856
3	42,349	44,029	45,856	48,320
4	44,029	45,856	48,320	50,783
5	45,856	48,320	50,783	53,245
6	48,320	50,783	53,245	55,708
7	50,783	53,245	55,708	58,208
8	53,245	55,708	58,208	60,782
9	55,708	58,208	60,782	64,066
10	58,208	60,782	63,954	67,386
11	60,782	63,767	67,163	70,707
12	60,782	63,767	67,163	70,707
13	60,782	63,767	67,163	70,707
14	60,782	63,767	67,163	70,707
15	63,357	66,789	70,370	74,029
16	63,357	66,789	70,370	74,029
17	63,357	66,789	70,370	74,029
18	63,357	66,789	70,370	74,029
19	63,357	66,789	70,370	74,029
20	65,932	69,813	73,581	77,349
21	65,932	69,813	73,581	77,349
22	65,932	69,813	73,581	77,349
23	65,932	69,813	73,581	77,349
24	65,932	69,813	73,581	77,349
25	69,813	73,581	77,349	80,670

## APPENDIX A

### Northridge Local Schools Teachers Salary Schedule 2011-12

	BA	BA+150	MA	MA+15
Step				
0	37,872	39,577	41,282	42,985
1	39,577	41,282	42,985	44,690
2	41,282	42,985	44,690	46,546
3	42,522	44,690	46,546	49,046
4	44,690	46,546	49,046	51,545
5	46,546	49,046	51,545	54,045
6	49,046	51,545	54,045	56,545
7	51,545	54,045	56,545	59,082
8	54,045	56,545	59,082	61,695
9	56,545	59,082	61,695	65,028
10	59,082	61,695	64,913	68,399
11	61,695	64,725	68,171	71,770
12	61,695	64,725	68,171	71,770
13	61,695	64,725	68,171	71,770
14	61,695	64,725	68,171	71,770
15	64,309	67,793	71,428	75,140
16	64,309	67,793	71,428	75,140
17	64,309	67,793	71,428	75,140
18	64,309	67,793	71,428	75,140
19	64,309	67,793	71,428	75,140
20	66,922	70,861	74,686	78,510
21	66,922	70,861	74,686	78,510
22	66,922	70,861	74,686	78,510
23	66,922	70,861	74,686	78,510
24	66,922	70,861	74,686	78,510
25	70,861	74,686	78,510	81,881

## APPENDIX A

### Northridge Local Schools Teachers Salary Schedule 2012-13

	BA	BA+150	MA	MA+15
Step				
0	38,611	40,349	42,087	43,823
1	40,349	42,087	43,823	45,562
2	42,087	43,823	45,562	47,453
3	43,351	45,562	47,453	50,002
4	45,562	47,453	50,002	52,550
5	47,453	50,002	52,550	55,098
6	50,002	52,550	55,098	57,648
7	52,550	55,098	57,648	60,234
8	55,098	57,648	60,234	62,898
9	57,648	60,234	62,898	66,296
10	60,234	62,898	66,179	69,732
11	62,898	65,987	69,500	73,169
12	62,898	65,987	69,500	73,169
13	62,898	65,987	69,500	73,169
14	62,898	65,987	69,500	73,169
15	65,563	69,115	72,820	76,606
16	65,563	69,115	72,820	76,606
17	65,563	69,115	72,820	76,606
18	65,563	69,115	72,820	76,606
19	65,563	69,115	72,820	76,606
20	68,227	72,243	76,143	80,041
21	68,227	72,243	76,143	80,041
22	68,227	72,243	76,143	80,041
23	68,227	72,243	76,143	80,041
24	68,227	72,243	76,143	80,041
25	72,243	76,143	80,041	83,478

## APPENDIX B

### Supplemental Positions

#### CLASS I

Basketball - Boys - HS Head Coach

Basketball - Girls - HS Head Coach

Football - HS Head Coach

Wrestling - HS Head Coach

#### CLASS II

Band Director

Strength & Conditioning Coach-Athletic Council review/develop job description and submit recommendations to the superintendent.

#### CLASS III

Basketball - Boys - HS Reserve Coach

Basketball - Girls - HS Reserve Coach

Football - HS Asst. Coach

Wrestling - HS Asst. Coach

#### CLASS IV

Baseball - HS Head Coach

Basketball - Boys Freshman Coach

Basketball - Girls Freshman Coach

Football - Freshman Coach

Drama - HS

Softball - Girls - HS Head Coach

Soccer - Boys - HS Head Coach

Soccer - Girls - HS Head Coach

Track - Boys - HS Head Coach

Track - Girls - HS Head Coach

Volleyball - Girls - HS Head Coach

#### CLASS V

Cross Country - HS Head Coach

Golf - HS Head Coach

Tennis - Boys - HS Head Coach

Tennis - Girls - HS Head Coach

#### CLASS VI

Baseball - Boys - HS Reserve Coach

Basketball - Boys - 8th Grade Coach

Basketball - Girls - 8th Grade Coach

Basketball - Boys - 7th Grade Coach

Basketball - Girls - 7th Grade Coach

Football - 8th Grade Coach

Football - 7th Grade Coach

Softball - Girls - HS Reserve Coach

Track - Boys - HS Reserve Coach

Track - Girls - HS Reserve Coach

Volleyball - Girls - HS Reserve Coach

Wrestling - Middle School Coach

#### CLASS VII

Band Director - HS Asst. Director

Cheerleading - Middle School Coach

Golf - HS Reserve Coach

Tennis - Boys HS Reserve Coach

Polarette - HS Advisor

CLASS VIII

Cross County - Middle School Coach  
Football - 8th Grade Asst. Coach  
Football - 7th Grade Asst. Coach  
Track - Boys - Middle School Coach  
Track - Girls - Middle School Coach  
Volleyball - Girls - 8th Grade Coach  
Volleyball - Girls - 7th Grade Coach  
Wrestling - HS Cheerleading Coach  
Wrestling - Middle School Asst. Coach  
Baseball - Middle School Coach  
Softball - Middle School Coach

CLASS IX

Athletic Site Manager  
High School Choir and Show Choir  
Polaris Advisor  
Technology Facilitator

CLASS X

Basketball Varsity Cheerleading HS Coach  
Cheerleader - HS Football Coach  
Department Head - 5+  
Elementary Team Leaders – 5+  
Middle School Team Leaders – 5+  
Middle School Choir  
Middle School Yearbook Advisor  
Quiz Bowl - HS Supervisor

CLASS XI

Basketball JV Cheerleading HS Coach  
Bear Facts  
Cheerleader - Freshman Coach  
Cheerleader - Reserve Coach Football-HS  
Cub Commentator  
Department Head - HS 1-4  
Elementary Team Leader – 1-4  
FHA - HS  
FEA - HS  
Flag Corp  
Foreign Language Club  
Middle School Team Leader – 1-4  
Honor Society - HS  
Junior Honor Society - Middle School  
Muse Machine - HS  
Muse Machine - Middle School  
Pep Club Advisor.  
Safety Patrol  
Science Club  
Student Council - HS  
Student Council – EDMS  
Swim Team Coordinator

Camp Kern Stipend \$425 (2 nights)

## APPENDIX C

### Supplemental Salary Schedule 2010-2013

CLASS	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
STEP											
0	6,106	4,883	4,069	3,662	3,259	2,848	2,444	2,033	1,626	1,219	816
1	6,418	5,134	4,279	3,850	3,422	2,995	2,567	2,140	1,713	1,284	855
2	6,725	5,381	4,485	4,038	3,589	3,140	2,691	2,239	1,792	1,346	896
3	7,041	5,631	4,691	4,222	3,752	3,285	2,816	2,344	1,877	1,407	938
4	7,356	5,884	4,906	4,412	3,923	3,431	2,941	2,452	1,961	1,472	982
5	7,681	6,145	5,118	4,609	4,095	3,586	3,070	2,563	2,048	1,538	1,024

**EPC BENEFIT PLAN SUMMARY -- UNITED HEALTHCARE Choice Plus PPO**



**District:** Northridge Local Schools

**Dependents:** Spouse and natural or adopted children to age 26. Coverage available for purchase for most dependent children to age 28. Dependent children due to legal guardianship to age 18. See Plan booklet for full summary.

**More Information:** UHC Customer Service: 1 866-844-4864 or [www.MyUHC.com](http://www.MyUHC.com)

For Nurseline medical information or counseling contact Care24 at 1-877 365-7950

This is UHC's **Choice Plus Preferred Provider Organization** plan with a Network of medical providers who have contracts with UHC. You will pay less out of pocket using Network providers.

<b>Plan Features</b>	<b>Network</b>	<b>Non-Network <sup>3</sup></b>
<ul style="list-style-type: none"> <li>■ Deductible (Single / Family Max) <sup>1</sup></li> <li>■ Out Of Pocket Max (Single / Family Max) <sup>2</sup></li> <li>■ Lifetime Maximum</li> </ul>	<p>N/A</p> <p>\$650 / \$1300</p> <p>Unlimited</p>	<p>\$200 / \$400</p> <p>\$850 / \$1700</p> <p>\$ 1 Million</p>
<b>Covered Services</b>		
<p><b>Physician Office Visits</b></p> <ul style="list-style-type: none"> <li>■ Diagnostic Lab &amp; X-Ray</li> <li>■ Well Child Care/Immunizations</li> <li>■ Routine Physical Exams &amp; Preventive Care</li> <li>■ Routine Vision &amp; Hearing Exams (Limited to 1 every 12 months)</li> </ul>	\$20 Co-pay Per Visit	<p>20% of Eligible Expenses</p> <p>20% of Eligible Expenses</p> <p>\$500 to age 1; \$150 ages 1 – 9</p> <p>Not Covered</p> <p>Not Covered</p>
<ul style="list-style-type: none"> <li>■ Mammograms</li> </ul>	No co-pay if no office charge	20% of Eligible Expenses
<p><b>Outpatient Diagnostic Services</b></p> <ul style="list-style-type: none"> <li>■ Diagnostic, Laboratory And X-Ray</li> </ul>	100%	20% of Eligible Expenses
<p><b>Outpatient Surgery</b></p> <ul style="list-style-type: none"> <li>■ Outpatient Surgical Center</li> </ul>	100%	20% of Eligible Expenses
<p><b>Outpatient Rehabilitation (In office)</b></p> <ul style="list-style-type: none"> <li>■ Physical Therapy</li> <li>■ Occupational Therapy</li> <li>■ Speech Therapy</li> <li>(50 visits total PT, OT, SpT / year)</li> <li>■ Spinal Manipulation</li> <li>(Max 24 visits per year)</li> </ul>	<p>\$20 Co-pay</p> <p>\$20 Co-pay</p> <p>\$20 Co-pay</p> <p>\$20 Co-pay</p>	<p>20% of Eligible Expenses</p> <p>20% of Eligible Expenses</p> <p>20% of Eligible Expenses</p> <p>20% of Eligible Expenses</p>
<p><b>Inpatient Hospital Services</b></p> <ul style="list-style-type: none"> <li>■ Room And Board</li> <li>■ Misc. Charges</li> </ul>	\$250 copay per confinement	20% of Eligible Expenses *
<p><b>Inpatient Professional Fees</b></p> <ul style="list-style-type: none"> <li>■ Surgery</li> <li>■ In patient Physician Care</li> </ul>	100%	20% of Eligible Expenses
<p><b>Maternity Care</b></p> <ul style="list-style-type: none"> <li>■ Physician Prenatal And Postnatal Care</li> </ul>	100%	20% of Eligible Expenses
<p><b>Emergency Care</b></p> <ul style="list-style-type: none"> <li>■ Hospital Emergency Room Care (Copay Waived If Admitted)</li> <li>■ Urgent Care Facilities</li> <li>■ Ambulance Services</li> </ul>	<p>\$100 Co-pay</p> <p>\$50 Co-pay</p> <p>100%</p>	<p>\$100 Copay</p> <p>20% of Eligible Expenses</p> <p>100%</p>

<b>Medical Equipment, Supplies &amp; Appliances</b>	20% of Eligible Expenses *	50% of Eligible Expenses *
<b>Home Health Care</b> (Max 8 hours of services per 24 hour period)	100% *	20% of Eligible Expenses *
<b>Hospice Services</b> (Max 180 days)	100% *	20% of Eligible Expenses *
<b>Skilled Nursing Facility/Extended Care Facility Services</b> (Max 300 Days Per Year)	100% *	20% of Eligible Expenses *
<b>Transplant Benefits</b> Through United Resource Networks	20% of Eligible Expenses *	Not covered

<b>Prescription Drug Services (Out-of-Network benefits apply when you use a non-participating pharmacy)</b>		
<b>Retail Pharmacy</b> <ul style="list-style-type: none"> <li>■ Tier 1</li> <li>■ Tier 2</li> <li>■ Tier 3</li> </ul> <b>Mall Order Pharmacy – 90 days</b>	\$10 Copay \$25 Copay 35% (min\$45, max \$60) Copay Copays, Min & Max double	UHC payment same as network Member pays copays + Difference in Rx cost
<b>Drug Tier Definitions</b>		
Tier 1 – Mostly Generics that are on the Preferred Drug List		
Tier 2 – Mostly Brand name drugs that are on the Preferred Drug List		
Tier 3 – Drugs that are not on the Preferred Drug List		
Note: Generic and Brand name drugs that are on the Preferred Drug List may move up or down tiers due to changes in comparative price and effectiveness. For Preferred Drug List see <a href="http://www.MyUHC.com">www.MyUHC.com</a>		

\* Prior authorization is required – call Customer Service.

The most recent plan changes were effective: October 1, 2010

**More details:** This is a brief summary of benefits. For plan details and **exclusions** which may apply, please refer to your Certificate of Coverage or call Customer Service. In the event of a conflict between this summary and the Group Contract, the terms of the Group Contract will prevail. Additional information can also be found on the UHC page of this website.

<sup>1</sup> **Deductible:** The deductible applies to non co-pay expenses that are paid at a percentage less than 100%, unless noted otherwise. The family deductible caps deductible expenses for a family. No more than the single deductible amount will be applied to an individual.

<sup>2</sup> **Out of Pocket Maximum:** This caps the amount of covered expenses which you are liable to pay during a calendar year – your Maximum Out of Pocket expenses. The Out of Pocket max includes your deductible and coinsurance - the amount you pay as a percentage of the charge. It does not include copays such as office visit, hospital and Rx copays. Any Non-Network expenses that are over UHC's Maximum Allowable Charge are not included in the Out of Pocket max. Also, any expenses that are not covered by the plan are not included.

When you reach your Out of Pocket maximum during the calendar year, additional covered expenses that would be paid at a percentage less than 100% will be paid at 100% for the remainder of the year.

**Network and Non-Network deductibles, copayments and out-of-pocket maximums** are separate and do not accumulate toward each other.

**Network Providers:** These are medical providers who have a contract with UHC. They bill directly to UHC, and you should not be charged more than your share of the cost according to the Network column.

UHC's network is national. For a current list of UHC providers refer to [www.myUHC.com](http://www.myUHC.com). For expenses paid at less than 100%, the percentage of payment is based on the UHC discounted charge.

<sup>3</sup> **Non-Network Providers:** Non Network providers do not have contracts with UHC and can bill you according to their own fee schedule which may exceed UHC's Maximum Allowable Charge (MAC). The percentage that UHC pays Non-Network is based on the MAC, not the amount billed by the provider. Non-Network providers can bill you for the amount their fee exceeds the MAC. Many non-network expenses require prior authorization. Contact Customer Service prior to incurring a major expense.

<sup>4</sup> **Mental Health:** Mental health / substance abuse must be authorized by the mental health administrator for services to be covered at the highest level. Call 1 800-860-1123 for authorized referral.

This is a brief summary of the Plan and does not include all details or exclusions that apply. For more information on your United Healthcare coverage, please refer to the UHC Plan booklet.

# EPC BENEFIT PLAN SUMMARY – UNITED HEALTHCARE Choice Plus PPO



Southwest Ohio Education  
Partnership Council

**District: Northridge Schools** Effective 10/1/12

NOTE: This document may not reflect all the changes required by the Health Reform Act of 2010. Changes may be made as required by law as additional regulation develops.

**Dependents:** Spouse and natural or adopted children to age 26. Coverage available for purchase for most dependent children to age 28. Dependent children due to legal guardianship to age 18. See Plan booklet for full summary.

**More information:** UHC Customer Service: 1 866-844-4864 or [www.MyUHC.com](http://www.MyUHC.com)

For Nurseline medical information or counseling contact Care24 at 1-877 365-7950

This is UHC's **Choice Plus Preferred Provider Organization** plan with a Network of medical providers who have contracts with UHC. You will pay less out of pocket using Network providers.

Plan Features	Network	Non-Network <sup>3</sup>
<ul style="list-style-type: none"> <li>■ Deductible (Single / Family Max) <sup>1</sup></li> <li>■ Out Of Pocket Max (Single / Family Max) <sup>2</sup></li> <li>■ Lifetime Maximum</li> </ul>	<p>\$100 / 200 \$1000 / 2000 Unlimited</p>	<p>\$200 / 400 \$2000 / 4000 \$ 1 Million</p>
<b>Covered Services</b>		
<p><b>Physician Office Visits</b></p> <ul style="list-style-type: none"> <li>■ Minor Diagnostic Lab &amp; X-Ray</li> <li>■ Well Child Care/Immunizations</li> <li>■ Routine Physical Exams &amp; Preventive Care</li> <li>■ Routine Vision &amp; Hearing Exams (Limited to 1 every 12 months)</li> </ul>	<p>\$20 Copay Per Visit  100% 100% 100%</p>	<p>30% of Eligible Expenses 30% of Eligible Expenses \$500 to age 1; \$150 ages 1 – 9 Not Covered  Not Covered</p>
<ul style="list-style-type: none"> <li>■ Mammograms</li> </ul>	100%	30% of Eligible Expenses
<p><b>Outpatient Diagnostic Services</b></p> <ul style="list-style-type: none"> <li>■ Diagnostic, Laboratory And X-Ray</li> </ul>	10% of Eligible Expenses	30% of Eligible Expenses
<p><b>Outpatient Treatment &amp; Therapy</b></p> <ul style="list-style-type: none"> <li>■ Including Surgery, Chemo &amp; Radiation Therapy</li> </ul>	10% of Eligible Expenses	30% of Eligible Expenses
<p><b>Outpatient Rehabilitation (In office)</b></p> <ul style="list-style-type: none"> <li>■ Physical Therapy</li> <li>■ Occupational Therapy</li> <li>■ Speech Therapy (50 visits total PT, OT, SpT / year)</li> <li>■ Spinal Manipulation (Max 24 visits per year)</li> </ul>	<p>\$20 Copay \$20 Copay \$20 Copay \$20 Copay</p>	<p>30% of Eligible Expenses 30% of Eligible Expenses 30% of Eligible Expenses 30% of Eligible Expenses</p>
<p><b>Inpatient Hospital Services</b></p> <ul style="list-style-type: none"> <li>■ Room And Board</li> <li>■ Misc. Charges</li> </ul>	\$250 copay	30% of Eligible Expenses *
<p><b>Inpatient Professional Fees</b></p> <ul style="list-style-type: none"> <li>■ Surgery</li> <li>■ In patient Physician Care</li> </ul>	10% of Eligible Expenses	30% of Eligible Expenses
<p><b>Maternity Care</b></p> <ul style="list-style-type: none"> <li>■ Physician Prenatal And Postnatal Care</li> </ul>	10% of Eligible Expenses	30% of Eligible Expenses
<p>Emergency Care</p> <ul style="list-style-type: none"> <li>■ Hospital Emergency Room Care (Copay Waived If Admitted)</li> <li>■ Urgent Care Facilities</li> <li>■ Ambulance Services</li> </ul>	<p>\$100 Copay  \$50 Copay 10% of Eligible Expenses</p>	<p>\$100 Copay  30% of Eligible Expenses 10% of Eligible Expenses</p>

<b>Medical Equipment, Supplies &amp; Appliances</b>	20% of Eligible Expenses *	50% of Eligible Expenses *
<b>Home Health Care</b> (Max 8 hours of services per 24 hour period)	10% of Eligible Expenses *	30% of Eligible Expenses *
<b>Hospice Services</b> (Max 180 days)	10% of Eligible Expenses *	30% of Eligible Expenses *
<b>Skilled Nursing Facility/Extended Care Facility Services</b> (Max 300 Days Per Year)	10% of Eligible Expenses *	30% of Eligible Expenses *
<b>Transplant Benefits</b> Through United Resource Networks	20% of Eligible Expenses *	Not covered
<b>Mental Health/Substance Abuse * 4</b> <b>Inpatient</b>  (Call 1 800 860 1123 for MH/CD authorization)	\$250 copay	30% of Eligible Expenses *
<b>Outpatient</b>	\$20 Copay Per Visit	30% of Eligible Expenses – 30 visits per year

<b>Prescription Drug Services (Out-of-Network benefits apply when you use a non-participating pharmacy)</b>		
<b>Retail Pharmacy</b> <ul style="list-style-type: none"> <li>■ Tier 1</li> <li>■ Tier 2</li> <li>■ Tier 3</li> </ul> <b>Mail Order Pharmacy</b>	\$10 Copay \$25 Copay 35% (Min. \$45, Max \$60 Copay) 2 copays; 3 month supply	UHC payment same as network Member pays copays + Difference in Rx cost
<b>Drug Tier Definitions</b>		
Tier 1 – Mostly Generics that are on the Preferred Drug List		
Tier 2 – Mostly Brand name drugs that are on the Preferred Drug List		
Tier 3 – Drugs that are not on the Preferred Drug List		
Note: Generic and Brand name drugs that are on the Preferred Drug List may move up or down tiers due to changes in comparative price and effectiveness. For Preferred Drug List see <a href="http://www.MyUHC.com">www.MyUHC.com</a>		

\* Prior authorization is required – call Customer Service.

The most recent plan changes were effective: October 1, 2010

**More details:** This is a brief summary of benefits. For plan details and **exclusions** which may apply, please refer to your Certificate of Coverage or call Customer Service. In the event of a conflict between this summary and the Group Contract, the terms of the Group Contract will prevail. Additional information can also be found on the **UHC** page of the EPC website.

<sup>1</sup> **Deductible:** The deductible applies to non co-pay expenses that are paid at a percentage less than 100%, unless noted otherwise. . The family deductible caps deductible expenses for a family. No more than the single deductible amount will be applied to an individual.

<sup>2</sup> **Out of Pocket Maximum:** This caps the amount of covered expenses which you are liable to pay during a calendar year – your Maximum Out of Pocket expenses. The Out of Pocket max includes your deductible and coinsurance - the amount you pay as a percentage of the charge. It does not include copays such as office visit , hospital and Rx copays . Any Non-Network expenses that are over UHC’s Maximum Allowable Charge are not included in the Out of Pocket max. Also, any expenses that are not covered by the plan are not included.

When you reach your Out of Pocket maximum during the calendar year, additional covered expenses that would be paid at a percentage less than 100% will be paid at 100% for the remainder of the year.

**Network and Non-Network deductibles**, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.

**Network Providers:** These are medical providers who have a contract with UHC. They bill directly to UHC, and you should not be charged more than your share of the cost according to the Network column. UHC's network is national. For a current list of UHC providers refer to [www.myUHC.com](http://www.myUHC.com). For expenses paid at less than 100%, the percentage of payment is based on the UHC discounted charge.

<sup>3</sup> **Non-Network Providers:** Non Network providers do not have contracts with UHC and can bill you according to their own fee schedule which may exceed UHC's Maximum Allowable Charge (MAC). The percentage that UHC pays Non-Network is based on the MAC, not the amount billed by the provider. Non-Network providers can bill you for the amount their fee exceeds the MAC. Many non-network expenses require prior authorization. Contact Customer Service prior to incurring a major expense.

<sup>4</sup> **Mental Health:** Mental health / substance abuse must be authorized by the mental health administrator for services to be covered at the highest level. Call 1 800-860-1123 for authorized referral.

For more information on how to get the most from your United Healthcare coverage, please refer to the UHC page of the EPC website.

## APPENDIX E

### CREATIVE AND INNOVATIVE TEACHING FUND GUIDELINES

In order to promote creative and innovative approaches to learning and instruction, the Northridge Local Schools have established a Creative and Innovative Teaching Fund. Each year \$1500. will be distributed to proposals meeting the requirements and guidelines.

The following guidelines have been established to insure an orderly processing of proposals and to guarantee full and careful consideration for each proposal submitted.

1. Proposals need to be discussed and have the endorsement of the building principal.
2. A written proposal needs to be developed which includes:
  - a. A full description of the project, including a clear statement of purpose.
  - b. A statement of results anticipated from the project.
  - c. Proposed means for evaluating the success of the project.
  - d. Dates the project is to begin and end.
  - e. An estimate of expenses (including professional and paraprofessional time, equipment and supplies, travel, etc.)
  - f. A personal statement as to why you believe the project should be supported through the Creative and Innovative Teaching Fund.

**Proposals that do not include the above criteria will not be considered.**

3. Two copies of the completed proposal should be sent to the Curriculum Department. The deadline for submissions for the upcoming school year is October 15th of that school year (e.g...: for a project in February of 2006 your proposal deadline is October 2005).
4. Written notice of acceptance or rejection will be returned to the applicant and building principal by the 31st of October.

# **TEACHER EVALUATION**

## **A Process to Grow**

**Northridge Local Schools  
2011 Timber Lane  
Dayton, Ohio 45414**

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## TEACHER EVALUATION REVIEW COMMITTEE

Allen, Richard

Arnold, Harriet

Burns, Rick

Ervin, Bill

Joseph, Sharon

McGaffic, Debbie

Mikolanis, Annette

Noble, Al

Ochsenbein, Beth

Perez, Tod

Puckett, Duane

Richardson, Floyd

Schmidt, Ceilia

Jarboe, Clarence

## I. FOREWARD

As educators working, together in the best interests of our students, we believe:

- \* that professional development is achieved best through self-initiative and personal commitment to growth with the support of other teachers and administrators.
- \* that performance evaluation is a cooperative, process wherein the individual being evaluated and the person. responsible for making the assessment feel a mutual responsibility to identify the performance areas being achieved successfully as well as those needing improvement.
- \* that professional development and performance evaluation is best achieved within a systematic process.
- \* that there should be a written set of performance criteria which staff members may use in self- evaluation and which evaluators will use as they assess, counsel and assist teachers.
- \* that throughout the professional development process an atmosphere of trust must pervade and conditions of open, honest communications must exist among all those involved.

## II. PURPOSE

As part of an overall staff development plan, this teacher evaluation process serves many necessary and useful functions. Among these are:

- \* implementation of 8-19 of the policies of the Northridge Board. of Education.
- \* improvement of the quality of the educational program for students through improvement of individual teacher performance.
- \* serves as a means of recognizing successful teaching.
- \* clarification of duties and expectations for both teachers and administrators.
- \* provides a basis for decisions relative to the contractual status of teachers.
- \* encouragement of teachers to engage in self-directed professional growth activities including collection of feedback from peers, students, and others.
- \* establishment of a framework in which professional development and evaluation are made systematic and ongoing.
- \* establishment and maintenance of communications channels among teachers and administrators as essential elements of its implementation.

### III. PROCEDURES

#### Overview

Supervision and evaluation of teachers is a direct responsibility of the building principal and nothing in the process described herein should be construed to unnecessarily limit or detract from the legitimate exercise of that responsibility. However, the enclosed process does outline an approach to and certain minimal elements which must be included in the evaluation procedures in each of the schools within the Northridge district.

The evaluation of teachers is to be conducted as a positive, cooperative endeavor designed to achieve optimal constructive effects. To facilitate this:

- Each teacher will have the opportunity to become fully aware and knowledgeable about the duties and responsibilities of his/her job assignment.
- Each teacher will have the opportunity to become aware of who is to be evaluating him/her and under what conditions.
- Each teacher will have the opportunity to become fully aware of the process by which his/her performance is to be evaluated.
- Each teacher will have the opportunity to become aware of the resources available for his/her own professional growth and development.

#### Full Performance Evaluation

Regularly scheduled performance evaluations shall be conducted throughout the teachers' employment in the Northridge Schools. The full performance evaluation will include the following activities:

- \* Pre-evaluation Conference(s): During which the teacher(s) and principal review the professional and teaching standards, discuss the evaluation and professional growth plan processes. Conference may be on individual or group session.
- \* Professional Growth Plan: As part of a collaborative process, the development of goals for teacher improvement may either be self-initiated or identified by the responsible building administrator.

\* Self-initiated Professional Growth Plan (Optional):

The teacher selects an area in which he/she feels professional growth is desirable. While the process of goal setting, plan development, implementation of activities, and evaluation would be valid steps in this process, the only requirement for the teacher is an assertion that he/she did, in fact, plan and implement such a series of activities. No further report to the responsible administrator is mandatory; however, such additional information as the teacher feels appropriate may be shared.

\* Required Professional Growth Plan: A supervising principal may establish a performance goal(s) for any teacher under his/her jurisdiction. However, the principal must confer with the teacher to discuss the goal(s) and record them in the Professional Growth Record. After providing an adequate period of time for the teacher to engage in activities to accomplish the goal, an observation(s) must be conducted to assess performance directly related to the goal(s). This will be followed by a conference during which success in achieving the performance goal(s) is the major topic. Evaluation comments will be finalized and sent to the superintendent. A plan for goal(s) refinement, altered activities to achieve the goal(s), or indication of a need to generate new goals are options resulting from this conference.

\* Resources Available: Teachers engaged in the professional growth process will receive such support as can be made available upon request to the supervising administrators. As illustrations these may include:

- self-assessment instruments
- professional conference
- visitations workshops.
- books and other printed material
- filmstrips and videotapes

\* Professional Growth Period: A reasonable period, of time to follow through on goals and objectives identified in the professional growth plan.

\* Observations: Principal observes and makes an assessment of teacher's performance.

- Observations may be scheduled and/or unscheduled.
- Observations may be informal and/or formal
- Pre-observation conference to plan for observation may be held.
- Formal observations shall be a minimum of 30 minutes or a complete lesson. The observer is responsible for entering the classroom in a way which will minimize disruption for students and the teacher.

- \* Conferences: The principal and teacher meet to discuss the teacher's performance, classroom observations, objectives and activities of the Professional Growth Plan, resources available, future plans, etc.
- \* Final Evaluation Conferences: Success in achievement of performance standards and the objectives of the Professional Growth Plan are the basis for this conference. Final evaluation forms are completed and sent to the superintendent. Plan for goal refinement/alterations of activities to achieve goals, a need to recycle or generate new goals are options resulting from this conference.

### Evaluation Activities Schedule

- \* Full Evaluation Cycle:
- \* Limited Contracts - Full performance evaluations shall be conducted the year in which the contract expires.
- \* Continuing Contracts - Full performance evaluations shall be conducted on a four-year cycle.
- \* Self-initiated Professional Growth Activities - Are the responsibility of the teacher. There are no prescribed administrative requirements for self-initiated activities. If the teacher wishes to place in his/her personnel file a copy of their activities, they may do so by completing the form and filing it with the principal no later than May 30th each year.
- \* Required Professional Growth Activities - May be initiated by the responsible administrator when performance areas have been administratively identified as needing improvement.
- \* A full performance evaluation and/or a prescribed professional growth plan may be initiated by the principal at other times based upon need or requested by the teacher.
- \* Limited Contracts - One Year -- Shall have a minimum of four formal observations scheduled throughout the school year, in which they are scheduled for a full performance evaluation.
- \* Limited Contracts - Multi Year -- shall have a minimum of three formal observations scheduled throughout the school year, in which they are scheduled for a full performance evaluation.
- \* Continuing Contracts -- shall have a minimum of three formal observations scheduled throughout the school year in which they are scheduled for a full performance evaluation.
- \* Additional observations may be initiated by the building administrator or requested by the teacher.

## Evaluation Review

Teacher concerns rising out of the implementation of the teacher evaluation system may pursue these concerns through the administrative channel and through provisions provided in the negotiated contract, i.e. informal problem solving.

## Annual Evaluation Calendar

* Pre-evaluation conference(s)	September 30
* Professional Growth Plan	October 15
* Observations, conferences, etc.	School Year
* Final evaluation conference for full evaluations	March 30
* Evaluation forms submitted to superintendent	April 10

## PROFESSIONAL STANDARDS

### I. Professional Standards

#### 1.0 Professional responsibilities

1.1 Follows the policies, regulations and procedures of the district.

1.2 Works cooperatively with colleagues, administrators and community members.

1.3 Demonstrates ethical behavior.

1.4 Performs extra instructional duties.

#### 2.0 Professional growth

2.1 Engages in professional growth activities.

2.2 Expresses a positive attitude toward the teaching profession.

#### 3.0 Personal attitudes and characteristics

3.1 Possesses personal attitudes and characteristics that reflect positively on the individual.

### II. Teaching standards

#### 1.0 Teaching/learning environment

1.1 Provides an attractive and orderly learning environment.

1.2 Uses instructional time efficiently.

- 1.3 Manages and attends to routine tasks.
- 1.4 Manages classroom interactions.
- 1.5 Helps learners develop positive self-concepts.
- 2.0 Planning
  - 2.1 Instructional plans implement the approved curriculum for grade and/or subjects taught.
  - 2.2 Plans units of instruction based upon clearly defined written objectives.
- 3.0 Instructional procedures
  - 3.1 Uses instructional techniques, methods and media related to objectives.
  - 3.2 Communicates with learners.
  - 3.3 Demonstrates a repertoire of teaching methods.
  - 3.4 Reinforces and encourages learner involvement in instruction.
  - 3.5 Demonstrates an understanding of the school subject being taught and demonstrates its relevancy.
- 4.0 Assessment/feedback
  - 4.1 Obtains and uses information about the needs and progress of individual learners.
  - 4.2 Provides feedback to learners throughout the lesson.
  - 4.3 Provides a corrective process by which students have additional opportunities to reach the objectives of the unit.
  - 4.4 Refers learners with special problems to specialists.
- 5.0 Evaluation
  - 5.1 Keeps records needed to provide information on student progress.
  - 5.2 Obtains and uses evaluation data about the effectiveness of instruction.

PERFORMANCE STANDARDS AND INDICATORS

## I. Professional Standards

## 1.0 Professional Responsibilities

1.1 Follows the policies, regulations and procedures of the district.

Indicators

- a. Complies with conditions stated in the contract of employment.
- b. Complies with the policies, regulations and procedures stated in the board policy manual, administrative manuals and negotiated contract.
- c. Directs the conduct of students in accordance with school policies.
- d. Maintains fiscal records and prepares reports in accordance with school policies.
- e. Demonstrates reasonable judgment in matters related to job responsibilities.

1.2 Works cooperatively with colleagues, administrators and community members.

Indicators

- a. Works cooperatively with colleagues in planning and implementing instructional activities
- b. Works cooperatively with school's administration to implement policies and regulations for which the school is responsible.
- c. Works cooperatively with community members in carrying out school or school/community- sponsored functions.
- d. Works cooperatively with special professional personnel and non-professional support personnel toward obtaining the school's objectives
- e. Demonstrates a willingness to share ideas, information and/or duties of the team, grade level or department with fellow teachers and others.

1.3 Demonstrates ethical behavior.

### Indicators

- a. Respects the rights of colleagues to express their opinion on educational issues.
- b. Reports infractions of rules, injustices, annoyances, etc. through proper channels.
- c. Complies with the legal standards for social conduct in public.
- d. Complies with written laws and policies regarding confidentiality in handling personal information about all personnel, students and parents.

#### 1.4 Performs extra instructional duties.

### Indicators

- a. Is available to students and/or parents for conferences as scheduled time allows.
- b. Provides adequate background information, plans and materials when substitute teacher is to assume responsibilities.
- c. Is responsive to the administration for transmitting information to others (i.e. colleagues, students and parents).
- d. Performs such assignments as hall duty, lunchroom supervision, bus duty, study hall, etc.
- e. Performs extra-curricular non-contractual assignments(i.e. class advisor, etc.).
- f. Performs extra-curricular contractual assignments (i.e. coaches, etc.).

## 2.0 Professional Growth

### 2.1 Engages in professional growth activities.

#### Indicators

- a. Develops and implements a professional growth plan which provides for professional self-development (required or self-initiated).
- b. Participates in professional development activities sponsored by the individual schools or school district (in-service activities).
- c. Participates in professional development activities sponsored by professional organizations, universities or other agencies.

- d. Seeks and uses ideas from professional literature and other references.

2.2 Expresses a positive attitude toward the teaching profession.

Indicators

- a. Possesses a positive attitude toward the educational profession in general.
- b. Possesses a positive attitude toward the school system.
- c. Possesses a positive attitude -toward the individual teaching assignment.

3.0 Personal attitudes and characteristics.

3.1 Possesses personal attitudes and characteristics that reflect positively on the individual.

Indicators

- a. Establishes a pattern of prompt and regular attendance to all job responsibilities.
- b. Exhibits poise in most situations.
- c. Exercises emotional control in working with colleagues, students and parents.
- d. Demonstrates politeness, courtesy and etiquette in working with colleagues, students and parents.
- e. Maintains acceptable personal appearance.

II. Teaching Standards

1.0 Teaching/Learning Environment.

1.1 Provides an attractive and orderly learning environment.

Indicators

- a. Classroom is free of clutter and litter.
- b. Work areas are arranged to be conducive to learning.

- c. Bulletin boards and display areas create a pleasant atmosphere and serve an instructional purpose.
- d. Supervises the care, maintenance and safe storage of school texts, materials and equipment assigned.

1.2 Uses instructional time efficiently.

Indicators

- a. The classroom., is characterized by a high level of academic orientation, that is most activities are centered around the accomplishments of predetermined objectives.
- b. The teacher controls and guides the learning activities within the classroom.
- c. Activities begin promptly.
- d. Students remain “on task” and continue the activities throughout the allotted time period.
- e. Avoids unnecessary delays and undesirable digressions from the topic during the lesson.

1.3 Manages and. attends to routine tasks.

Indicators

- a. Attends to routine tasks (attendance, announcements, filing, recording, etc.) efficiently.
- b. Prepares the necessary instructional materials and equipment in advance of the lesson.
- c. Establishes classroom procedures to accommodate student needs (supplies, use of restrooms, etc.).
- d. Delegates many routine tasks to the student, (i.e. distributing materials, work area maintenance, etc.).

1.4 Manages classroom interactions

Indicators

- a. Maintains appropriate classroom behavior.
- b. Manages disruptive behavior among learners.

- c. Promotes comfortable inter-personal relationships.
- d. Provides feedback to learners about their behavior.

1.5 Helps learners develop positive self-concepts.

Indicators

- a. Demonstrates warmth and friendliness.
- b. Demonstrates sensitivity to the needs and feelings of learners.
- c. Demonstrates patience, empathy and understanding.

2.0 Planning

2.1 Instructional plans implement the approved curriculum for grade and/or subjects taught.

Indicators

- a. Follows the scope and sequence of the instructional program.
- b. Uses the adopted text, supplemental text, etc. in keeping with the instructional program.
- c. Participates in the district's process of reviewing and revising the curriculum and instructional program.

2.2 Plans units of instruction based upon clearly defined written objectives.

Indicators

- a. Objectives are as specific as possible and for the most part are within the potential of the student.
- b. Objectives outline the minimal essential knowledge and skills to result from the learning experiences.
- c. Objectives are readily available to students and upon request to parents or other interested persons.
- d. Objectives include a definition of a standard of acceptable minimal performance to which the teacher and students may refer in order to judge their learning and instructional results.

- e. Plans specify and/or select content materials and media for the lesson.
- f. Plans provide instruction at a variety of levels.
- g. Organizes instruction to take into account the individual differences of learners capabilities, learning style and rate of learning.

### 3.0 Instructional Procedures.

#### 3.1 Uses instructional techniques, methods and median related to objectives.

##### Indicators

- a. Uses teaching methods appropriate for objectives, learners and environment.
- b. Uses instructional equipment' and' other instructional aides.
- c. Uses instructional materials that provide learners with appropriate practice on objectives.
- d. Lesson is well coordinated a smooth transition from activity to activity.

#### 3.2 Communicates with learners.

##### Indicators

- a. Gives clear directions and explanations related to the lesson, content, activities, etc.
- b. Clarifies directions and explanations when learners misunderstand lesson content, activities, etc.
- c. Provides feedback to learners throughout the lesson.
- d. Uses acceptable written and oral expression with learners.

#### 3.3 Demonstrates a repertoire of teaching methods.

##### Indicators

- a. Implements learning activities in a logical sequence.
- b. Demonstrates ability to conduct lessons using a variety of teaching methods (i.e. lecture, drill, inquiry, role-playing, demonstration and problem solving, etc.).

- c. Demonstrates ability to work with individuals, small groups and large groups.

3.4 Reinforces and encourages learner involvement in instruction.

Indicators

- a. Uses procedures which get learners involved in the lesson.
- b. Provides learners with opportunities for participating.
- c. Maintains learner involvement in the lesson.
- d. Reinforces and encourages the efforts of learners to maintain involvement.

3.5 Demonstrates an understanding of the school subject being taught and demonstrates its relevancy.

Indicators

- a. Helps learners recognize the purpose and importance of the topics or activities.
- b. Demonstrates knowledge in the subject area.
- c. Draws upon resources from outside the classroom to make learning meaningful in relationship to "real life".

4.0 Assessment/Feedback

4.1 Obtains and uses information about the needs and progress of individual learners.

Indicators

- a. Uses teacher-made or teacher-selected evaluation materials or procedures to obtain information about learner progress.
- b. Communicates with individual learners about their needs and progress.

4.2 Provides feedback to learners throughout the lesson.

Indicators

- a. The feedback is relevant, clear and provided at meaningful intervals.

- b. The focus of this information is on what has, or has not, been accomplished in relationship to the objectives.
- c. Feedback is given on an individual basis and at a time when improvement is still possible.

4.3 Provides a corrective process by which students have additional opportunities to reach the objectives of the unit.

Indicators

- a. Provides alternative instructional materials and methods.
- b. Students are encouraged to increasingly take over the corrective process themselves.

4.4 Refers learners with special problems to specialists.

Indicators

- a. Obtains and uses information about learners from school records, etc.
- b. Identifies learners who require the assistance of specialists.
- c. Obtains and uses information from co-workers and parents to assist specific learner problems.

5.0 Evaluation

5.1 Keeps records needed to provide information on student's progress.

Indicators

- a. Maintains up-to-date, accurate and legible records of pupil progress.
- b. Assigns grades and other evaluative remarks in a manner consistent with school policy.
- c. Completes the scheduled progress reports (grade reports, interim reports, etc.) to parents according to the established schedule.
- d. Records student evaluative data on student's permanent record in accordance with school policy and procedures.
- e. Confers with students and parents regarding student progress.

5.2 Obtains and uses evaluation data about the effectiveness of instruction.

Indicators

- a. Uses teacher-made tests to obtain information on student's success and instructional effectiveness.
- b. Uses standardized test data to obtain information on student's success and
- c. Uses student success/failure data to review instructional effectiveness.
- d. Revises instruction as needed using evaluation results and observation data.

TEACHER PERFORMANCE STANDARDS  
APPRAISAL WORKSHEET

Name \_\_\_\_\_ School \_\_\_\_\_

I. Professional Standards

1.0 Professional Responsibilities

1.1 Follows the policies, regulations and procedures of the district.

Indicators

- a. Complies with conditions stated in the contract of employment.
- b. Complies with the' policies, regulations and procedures stated in the board policy manual, administrative manuals and negotiated contract.
- c. Directs the conduct of students in accordance with school policies.
- d. Maintains fiscal records and prepares reports in accordance with school policies.
- e. Demonstrates reasonable judgment in matters related to job responsibilities.

1.2 Works cooperatively with colleagues, administrators and community members.

Indicators

- a. Works cooperatively with colleagues in planning and implementing instructional activities.
- b. Works cooperatively with' school's administration to implement policies and regulations for which the school is responsible.
- c. Works cooperatively with community members in carrying out school or school/community- sponsored functions.
- d. Works cooperatively with special professional personnel and non-professional support personnel toward obtaining the school's objectives.
- e. Demonstrates a willingness to share ideas, information and/or duties of the team, grade level or department with fellow teachers and others.

### 1.3 Demonstrates ethical behavior

#### Indicators

- a. Respects the rights of colleagues to express their opinion on educational issues.
- b. Reports infractions of rules, injustices, annoyances, etc. through proper channels.
- c. Complies with the legal standards for social conduct in public.
- d. Complies with written laws and policies regarding confidentiality in handling personal information about all personnel, students and parents.

### 1.4 Performs extra instructional duties.

#### Indicators

- a. Is available to students and/or parents for conferences as scheduled time allows.
- b. Provides adequate background information, plans and materials when substitute teacher is to assume responsibilities,
- c. Is responsive to the administration for transmitting information to others (i.e. colleagues, students and parents).
- d. Performs such assignments as hall duty, lunchroom supervision, bus duty, study hall, etc.
- e. Performs such assignments as class advisor, club sponsor, coach, etc.

### 2.0 Professional Growth

#### 2.1 Engages in professional growth activities.

#### Indicators

- a. Develops and implements a professional growth plan which provides for professional self-development (required or self-initiated).
- b. Participates in professional development activities sponsored by the individual schools or school district (in-service activities).
- c. Participates in professional development activities sponsored by professional organizations, universities or other agencies.
- d. Seeks and uses ideas from professional literature and other references.

## 2.2 Expresses a positive attitude toward the teaching profess

### Indicators

- a. Possesses a positive attitude toward the educational profession in general.
- b. Possesses a positive attitude toward the school system.
- c. Possesses a positive attitude toward the individual teaching assignment.

## 3.0 Personal attitudes and characteristics

### 3.1 Possesses personal attitudes and characteristics that reflect positively on the individual.

#### Indicators

- a. Establishes a pattern of prompt and regular attendance to all job responsibilities.
- b. Exhibits poise in most situations.
- c. Exercises emotional control in working with colleague students and parents.
- d. Demonstrates politeness, courtesy and etiquette in working with colleagues, students and parents.
- e. Maintains acceptable personal appearance.

## II. Teaching Standards

### 1.0 Teaching/Learning Environment

#### 1.1 Provides an attractive and orderly learning environment.

##### Indicators

- a. Classroom is free of clutter and litter.
- b. Work areas are arranged to be conducive to learning.
- c. Bulletin boards and display areas create a pleasant atmosphere and serve an instructional purpose.
- d. Supervises the care, maintenance and safe storage of school texts, materials and equipment assigned.

## 1.2 Uses instructional time effectively.

### Indicators

- a. The classroom is characterized by a high level of academic orientation, that is, most activities are centered around the accomplishments of predetermined objectives.
- b. The teacher controls and guides the learning activities within the classroom.
- c. Activities begin promptly.
- d. Students remain "on task" and continue the activities throughout the allotted time period.
- e. Avoids unnecessary delays and undesirable digressions from the topic during the lesson.

## 1.3 Manages and attends to routine tasks.

### Indicators

- a. Attends to routine tasks (attendance, announcements, filing, recording, etc.) efficiently.
- b. Prepares the necessary instructional materials and equipment in advance of the lesson.
- c. Establishes classroom procedures to accommodate student needs (supplies, use of rest rooms, etc.)
- d. Delegates many routine tasks to the students, (i.e. distributing materials, work area maintenance, etc.).

## 1.4 Manages classroom interactions

### Indicators

- a. Maintains appropriate classroom behavior.
- b. Manages disruptive behavior among learners.
- c. Promotes comfortable inter-personal relationships.
- d. Provides feedback to learners about their behavior.

## 1.5 Helps learners develop positive self-concepts

### Indicators

- a. Demonstrates warmth and friendliness.
- b. Demonstrates sensitivity to the needs and feelings of learners.
- c. Demonstrates patience, empathy and understanding.

## 2.0 Planning

### 2.1 Instructional plans implement the approved curriculum for grade and/or subjects taught

#### Indicators

- a. Follows the scope and sequence of the instructional program.
- b. Uses the adopted text, supplemental text, etc. in keeping with the instructional program.
- c. Participates in the district's process of reviewing and revising the curriculum and instructional program.

### 2.2 Plans units of instruction based upon clearly defined written objectives

#### Indicators

- a. Objectives are as specific as possible and for the most part are within the potential of the student.
- b. Objectives outline the minimal, essential knowledge and skills to result from the learning experience.
- c. Objectives are readily available to students and upon request to parents or other interested persons.
- d. Objectives include a definition of a standard of acceptable minimal performance to which the teacher and students may refer in order to judge their learning and instructional results.
- e. Plans specify and/or select content materials and media for the lesson.
- f. Plans provide instruction at a variety of levels.

- g. Organizes instruction to take into account the individual differences of learners capabilities, learning style and rate of learning.

### 3.0 Instructional Procedures

#### 3.1 Uses instructional techniques, methods and media related to objectives

##### Indicators

- a. Uses teaching methods appropriate for objectives, learners and environment.
- b. Uses instructional equipment and other instructional aides.
- c. Uses instructional materials that provide learners with appropriate practice on objectives.
- d. Lesson is well coordinated -- a smooth transition from activity to activity.

#### 3.2 Communicates with learners

##### Indicators

- a. Gives clear directions and explanations related to the lesson, content, activities, etc.
- b. Clarifies directions and explanations when learners misunderstand lesson content, activities, etc.
- c. Provides feedback to learners throughout the lesson.
- d. Uses acceptable written and oral expression with learners.

#### 3.3 Demonstrates a repertoire of teaching methods

##### Indicators

- a. Implements learning activities in a logical sequence.
- b. Demonstrates ability to conduct lessons using a variety of teaching methods (i.e. lecture, drill, inquiry, role-playing, demonstration and problem solving, etc.).
- c. Demonstrates ability to work with individuals, small groups and large groups.

#### 3.4 Reinforces and encourages learner involvement in instruction

### Indicators

- a. Uses procedures which get learners involved in the lesson.
  - b. Provides learners with opportunities for participating.
  - c. Maintains learner involvement in the lesson.
  - d. Reinforces and encourages the efforts of learners to maintain involvement.
- 3.5 Demonstrates an understanding of the school subject being taught and demonstrates its relevancy

### Indicators

- a. Helps learners recognize the purpose and importance of the topics or activities.
- b. Demonstrates knowledge in the subject area.
- c. Draws upon resources from outside the classroom to make learning meaningful in relationship to "real life".

### 4.0 Assessment/Feedback

4.1 Obtains and uses information about the needs and progress of individual learners.

### Indicators

- a. Uses teacher-made or teacher-selected evaluation materials or procedures to obtain information about learner progress.
- b. Communicates with individual learners about their needs and progress.

4.2 Provides feedback to learners throughout the lesson

### Indicators

- a. The feedback is relevant, clear and provided at meaningful intervals.
- b. The focus of this information is on what has, or has not, been accomplished in relationship to the objectives.
- c. Feedback is given on an individual basis and at a time when improvement is still possible.



PERFORMANCE EVALUATION WORKSHEET

NAME \_\_\_\_\_

SCHOOL \_\_\_\_\_

DATE \_\_\_\_\_

RATING: 1 - meets job expectation; 2 - fails to meet job expectation

**A. PROFESSIONAL STANDARDS**

- 8. 1.1 Policies, regulations and procedures
- 9. 1.2 Cooperation with employees and community members
- 10. 1.3 Ethical behavior
- 11. 1.4 Extra instructional duties
- 12. 2.1 Professional growth activities
- 13. 2.2 Positive attitude toward profession
- 14. 3.1 Personal attitudes and characteristics

**B. TEACHING STANDARDS**

- 15. 1.1 Attractive, orderly learning environment
- 16. 1.2 Uses instructional time efficiently
- 17. 1.3 Manages routine tasks
- 18. 1.4 Manages classroom interactions
- 19. 1.5 Learners develop positive self-concepts
- 20. 2.1 Implements the approved curriculum
- 21. 2.2 Instruction based on written objectives
- 22. 3.1 Techniques, methods and media relate to objectives
- 23. 3.2 Communicates with learners
- 24. 3.3 Repertoire of teaching methods
- 25. 3.4 Reinforces and encourages learner involvement
- 26. 3.5 Demonstrates an understanding and relevance of subject
- 27. 4.1 Obtains and uses information about the needs and progress of learners
- 28. 4.2 Provides feedback to learners
- 29. 4.3 Provides a corrective process
- 30. 4.4 Refers learners with special problems to specialist
- 31. 5.1 Keeps records on student progress
- 32. 5.2 Obtains and uses evaluation about effectiveness of instruction

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

PERFORMANCE EVALUATION SUMMARY

NAMES \_\_\_\_\_ SCHOOL \_\_\_\_\_ DATE \_\_\_\_\_

RATING:    1 -- meets job expectations;        2 -- fails to meet job expectation

A. PROFESSIONAL STANDARDS

- Professional Responsibilities
- Professional Self-Development
- Personal Attitudes & Characteristics

B. TEACHING STANDARDS

- Teaching/Learning Environment
- Planning
- Organization
- Instructional Techniques
- Assessment/Feedback
- Evaluation

COMMENTS:

C. PROFESSIONAL GROWTH PLAN \_\_\_\_\_ REQUIRED    RED \_\_\_\_\_ SELF-INITIATED

D. DATES OF OBSERVATIONS, CONFERENCES, ETC.

E. CONTRACT RECOMMENDATION:

Teacher's Signature        Date                      Principal' s Signature                      Date

(Signature of the teacher does not necessarily imply consensus with the evaluation.)

FILE: Superintendent, Principal, Teacher

**APPENDIX H**  
**GRIEVANCE REPORT FORM**

**Level 1 (Informal)**

Date of occurrence of grievance/complaint

Date of informal discussion

**Formal Level 2:**

Statement of the grievance (including the provision of the Negotiated Agreement/Board Policy which has been violated, misinterpreted or misapplied):

Relief Sought:

Grievant:

Date Submitted

Hearing Date:

Response of Administrator:

Administrator Signature:

Date Issued:

**Level 3:**

Statement of the grievance (including the provision of the Negotiated Agreement/Board Policy which has been violated, misinterpreted or misapplied):

Relief Sought:

Grievant:

Date Submitted:

Hearing Date:

Response of Superintendent:

Superintendent:

Date Issued:

**Level 4**

**Date of receipt**

**Board's Reply**

**Date of Association demand for arbitration**

CERTIFICATE

The undersigned, Treasurer of the board of Education of the Northridge Local School District, certifies that the money required to meet the obligations of the board during Fiscal Year 2011 under the attached contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Northridge Local School District, Ohio, and the Superintendent of Schools of the Northridge Local School District, Ohio, hereby certify that the District has in effect for the remainder of the current fiscal year and the succeeding two fiscal years or the term of the attached contract, whichever is longer, the authorization to levy taxes including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel, programs and services essential to the provision of an adequate educational program on all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: August 1, 2010

Mary A. Kelly  
Treasurer, Board of Education  
Northridge Local School District

Dallas R. Mitchell  
President, Board of Education  
Northridge Local School District

David A. Jackson  
Superintendent of Schools  
Northridge Local School District

MEMORANDUM OF AGREEMENT

2014 MAR -5 PM 3: 25

EFFECTIVE June 15, 2011, the Northridge Teachers Association (hereafter referred to as the NTA), and the Northridge Board of Education agree to a new Collective Bargaining Agreement (hereafter referred to as the CBAs) as follows:

Contract Provisions

The provisions are specific to the items set forth below. **All other current contract language shall remain in full force and effect.**

Salary:

SY 2011-12: 0% on the base salary; step movement if eligible  
SY 2012-13: 1.5% on the base salary; no movement on step – maintain 2011-12 step  
SY 2013-14: 1.95% on the base salary; step advance restored (e.g. teacher on Step 7 in 2011-12 will advance to Step 8 in 2013-14). Subsequent step increases will be given to eligible teachers on an annual basis thereafter.

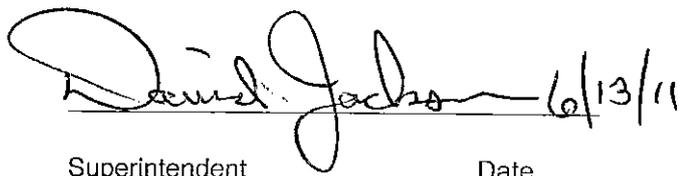
Salary placement pursuant to "Article VI. C. Credit for Additional Hours" shall be maintained throughout the duration of the CBA.

Term of Agreement

Effective Date: June 15, 2011  
Expiration Date: July 31, 2014

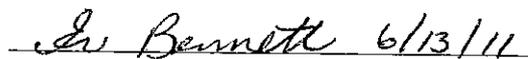
In the event that the NTA and the Northridge Board of Education ratify the terms above, the parties agree that the existing CBAs will terminate on June 15, 2011. The new CBA will be in full force and effect on June 15, 2011.

In the event that either party fails to ratify the proposal as set forth above, the unexpired, existing CBA shall continue in full force and effect.

 6/13/11

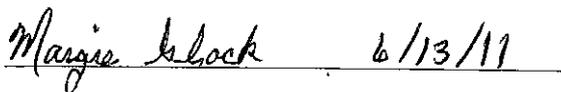
Superintendent

Date

 6/13/11

NTA President

Date

 6/13/11

Board President

Date