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STATE EMPLOYMENT
RELATIONS BOARD

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NEGOTIATED AGREEMENT

BETWEEN THE

NORTH FORK EDUCATION ASSOCIATION

AND THE

NORTH FORK LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

JULY 1, 2011 – JUNE 30, 2014

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ARTICLE 1: NEGOTIATIONS PROCEDURES

I. RECOGNITION

A. The Board of Education of the North Fork Local School District ("board" or "district") hereby recognizes the North Fork Education Association/Ohio Education Association/National Education Association (NFEA/OEA/NEA) ("Association" or "NFEA") as the exclusive bargaining agent for all credentialed employees under regular contract employed by the board, except administrative personnel, teachers paid on an hourly basis who teach fewer than twenty (20) hours per week, substitutes who work fewer than sixty (60) consecutive school days in the same assignment, and all confidential, supervisory, and management level employees as defined in the Ohio Revised Code Section 4117.01. On the sixtieth (60) consecutive school days of service in the same assignment, a substitute teacher shall be placed on the teacher's salary schedule at the appropriate level of training and experience, not to exceed five (5) years of service credit, for the remainder of service in the school year. The sixty (60) consecutive days of service will not be considered interrupted if, during that time, the superintendent approves an emergency leave or the building administrator excuses him/her from attending parent teacher conferences. All such substitute teachers will remain in the bargaining unit until the return to duty of the teacher whom they were employed to replace or until the end of the school year, whichever comes first, at which time all further employment rights will come to an end.

B. Fair Share Service Fee

1. Employees subject to Fair Share Service Fee shall be defined as follows:

- a. Each bargaining unit member hired after July 1, 1998, who is not a member of the association by October 1 of the current year or by the sixtieth (60) calendar day after his/her initial employment with the board, whichever is later, shall pay a service fee by payroll deduction. The amount of the service fee shall be deducted by the treasurer without written authorization and shall be remitted to the association's treasurer on the same basis as authorized dues deductions. The fee shall represent that portion of association's dues allocable to negotiating and administering the collective bargaining agreement and shall not exceed one hundred percent (100%) of the unified dues of the association.
- b. All unit members who were dues-paying members of the association as of June 30, 1998, will either maintain such membership or be subject to the Fair Share Service Fee.

- c. All unit members who were employed before July 1, 1998, and who are not members of the association shall not be subject to the Fair Share Service Fee.
2. The board's treasurer shall issue a check to the association's treasurer each month, with a list of those people for whom the deductions were made, and the amount deducted for each staff member.
3. The payroll deductions shall be in fourteen (14) equal installments. If there are not fourteen (14) payroll deductions remaining in the year, the unpaid balance shall be deducted in equal installments. A Fair Share Service Fee may also be paid in cash to the association, in full, by November 1 of each year.
4. The association must notify the board by November 30 of employees subject to fair share payroll deductions. Payroll deduction of such fair share fees shall begin at the first pay date of February, except that no Fair Share Service Fee deductions shall be made for bargaining unit members employed after October 31 until he/she has been employed for sixty (60) calendar days.
5. If a staff member's employment ends, or if he/she goes on an unpaid status before all fourteen (14) payrolls remaining in that school year, the unpaid balance will be deducted from his/her final payroll check for that school year. If the amount of the last payroll check is insufficient to cover the balance of the fee due, collection of any remaining amount shall be the association's sole responsibility.
6. Full-time bargaining unit members employed after the first semester of each school year, who are members of the association and its affiliates or non-members subject to the Fair Share Service Fee, under this article, shall pay no more than fifty percent (50%) of the regular association membership dues.
7. The association represents to the board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the association. Such a procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitution of the United States and the State of Ohio.
8. The association shall notify each non-member of the Fair Share Service Fee prior to October 1 of each year. Upon timely demand, non-members may apply to the association for an immediate advance reduction/rebate Fair Share Service Fee pursuant to the internal procedure adopted by the association. The advance reduction/rebate shall be the proportionate amount

of monies expended for partisan political or ideological purposes not germane to the association's work in the realm of collective bargaining.

9. No member of the bargaining unit is required by this Article to become a member of the association. Any person who objects to paying fair share because of religious beliefs as provided in Section 4117.09 (C) of the Ohio Revised Code may request an exemption through the established internal rebate procedure.
 10. The association agrees to defend and indemnify the board for any cost, demands, claims, suits, or liability incurred, as a result of the implementation and enforcement of the provision, provided that:
 - a. The board shall give written notice within ten (10) workdays of any claim made of action filed against the employer by a non-member for which defense and indemnification may be claimed;
 - b. The association shall reserve the right to designate counsel to represent and defend the employer;
 - c. The board agrees to (1) give full and complete cooperation and assistance to the association and its counsel at all levels of the proceeding, (2) permit the association, or its affiliates, to intervene as a party if it so desires, and/or (3) to not oppose the association to its affiliates' application to file briefs amicus in the action;
 - d. The board acted in good faith compliance with the Fair Share Service Fee provisions of the agreement; however, there shall be no defense or indemnification of the board, if the board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Service Fee provision herein.
- C. This article will sunset with the expiration of this agreement dated July 1, 2011 through June 30, 2014.

II. MANAGEMENT RIGHTS

The board of education is vested exclusively with rights of management as defined in Revised Code Section 4117.09 (C) and shall otherwise retain all the rights, powers, duties, and authority granted by law and the Constitution of the United States and the State of Ohio. Neither the association nor the board of education waives any rights to bargain or refuse to bargain during the term of any agreement as prescribed in Chapter 4117 of the Ohio Revised Code with respect to wages, hours, terms and other conditions of employment except as may be expressly limited by Chapter 4117 of the Ohio Revised Code.

Nothing herein shall diminish the power of the board to act as the legally constituted body responsible for the determination of policies governing all aspects of the North Fork Local School District. The board shall operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The board cannot reduce, negotiate, or delegate its legal responsibilities.

III. INFORMATION

The board will provide, as available, the following to the NFEA president:

- A. Monthly financial report
- B. Adopted appropriations measure
- C. Amended certificate
- D. T & E Grid
- E. Board approved budget.

IV. PROCEDURES FOR BARGAINING

- A. Bargaining Teams – The board, or designated representatives of the board, will meet with representatives designated by the association for the purpose of bargaining. All bargaining shall be conducted exclusively between said teams and shall be conducted using Win/Win as a bargaining strategy. The number of team members shall be determined by mutual agreement.
- B. Submission of Issues – Upon request of either party to open bargaining, a mutually accepted meeting date shall be set following such request. Such request shall not be made more than one hundred twenty (120) days prior to the expiration of the master contract.
- C. Bargaining Procedures -- The board and the association agree to use Win/Win, in an attempt to reach agreement on matters related to wages, hours, and terms and conditions of employment for members of the bargaining unit. The bargaining teams shall meet at mutually agreed upon places and times for the purpose of conducting good faith bargaining. "Good faith bargaining" requires that the association and the board react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons, provided however, nothing herein requires either party to agree or to make a concession. Such meetings shall not be open to the public and shall not be held during the regular school day.

If agreement is not reached within sixty (60) days following the request for opening negotiations, either party may request the services of a mediator. Unless otherwise mutually agreed to, the mediator shall be requested from the Federal Mediation and Conciliation Services (FMCS). The cost, if any, of such mediating services shall be shared equally by the board and the association.

The mediation process shall extend no more than thirty (30) days from the date the mediator first meets together with the board and the association, unless both parties agree to continue the process. Upon the expiration of this contract, the association shall have the right to proceed under Section 4117.14 (D)(2) of the Ohio Revised Code.

- D. Caucus - Upon request of either party, the discussion shall be recessed to permit the requesting party a period of time to caucus.
- E. Exchange of Information - Prior to and during the period of discussions, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issues under consideration, except confidential reports compiled by either party for the exclusive information of its bargaining team.
- F. Reaching Understanding - As tentative understanding is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering all areas under discussion, the proposed understanding shall be reduced to writing as a tentative agreement and first submitted to the association for ratification and then to the board for approval. Both parties shall act upon the tentative agreement within thirty (30) days. If approved by the association and by the board, the master contract shall be executed by the presidents of the Board and the Association and shall be binding upon the parties to the extent permitted by law.
- G. Progress Reports - The parties agree that during the period of negotiations and, so long as the parties have not declared an impasse, the proceedings for the discussion shall not be released to the media unless such an issuance has the prior approval of both parties. Such releases may be made without prior approval at any time after an impasse has been declared.
- H. As used in this Agreement, days are to be school days, unless otherwise stated.
- I. The contract will be available and distributed electronically.
- J. The cost of the Win/Win facilitator shall be shared in a manner to be negotiated between the board and the association prior to negotiations.

V. ALTERNATIVE BARGAINING PROCEDURES

Memoranda of Understanding may be written to include any other method of negotiations.

ARTICLE 2: EMPLOYEE ETHICS

The purpose of the Principles of Professional Conduct for Ohio Educators is to ensure that all employees adhere to the highest standards of honesty, dignity and integrity, and to monitor those standards as an educational system at the building, district and state levels.

- I. Employees shall not engage in criminal activity as evidenced by a criminal conviction, guilty plea, finding of guilt, no contest pleas, or participation in a court-ordered diversion or treatment in lieu of conviction program.
- II. Employees shall maintain a professional relationship with all students and fellow employees at all times, both in and out of the classroom.
- III. Employees shall not use, possess, or unlawfully distribute illegal or unauthorized drugs. Employees shall not use alcohol and/or tobacco during any school-related activity. Employees shall not furnish, provide, or encourage students or under-aged persons to use, possess, or unlawfully distribute alcohol, tobacco, illegal or unauthorized drugs.
- IV. Employees shall comply with state and federal laws relating to maintaining confidential information.
- V. Employees shall ensure that school property, public funds, or fees paid by students or the community are not used for personal gain. Employees do not make decisions based upon gifts, gratuities, favors, or the socioeconomic status of parents, family members, community member, or businesses.
- VI. Employees shall accurately report information required by the local board of education or governing board, state education agency, federal agency or state or federal law.
- VII. Employees shall fulfill all of the terms and obligations detailed in their employment contract with the local board of education or educational agency for the duration of the contract.
- VIII. Employees shall demonstrate behavior that reflects integrity, dignity and honesty in fulfilling their professional responsibilities. Employees do not engage in conduct unbecoming to the profession, pursuant to Ohio Revised Code Section 3319.31.
- IX. Violating any of the ethical statements above may result in disciplinary action from the local board of education and/or the state board of education.

ARTICLE 3: REGULAR TEACHING DUTIES

I. RESPONSIBILITY

The building administrator

II. GENERAL RULES

- A. The primary duty is to teach students.
- B. It is the teacher's duty to abide by the policies of the North Fork Schools.

III. SPECIFIC DUTIES

Teachers shall abide by the following:

- A. Keep informed of new developments in their field(s) of instruction and use the methods and techniques that best meet the needs of the students, within the limits of authority, facilities, and materials available.
- B. Supervise students in the classroom and/or learning centers during instructional time. Assignment to routine supervision of students, i.e., arrival, dismissal, playground, and other non-instructional time shall be made in an equitable manner for all faculty members. See Rotation of Duty: Article 4 (IV).
- C. Conduct classes of instruction according to the assigned time schedule and be responsible for the conduct of students assigned. Teachers are responsible, within reasonable limits, for students dismissed during an assigned class or activity.
- D. Assist in supervision of students in the halls and classrooms during arrival, dismissal, and change of classes.
- E. Maintain good discipline and control. Student discipline by the teacher shall relate to the situation and individual student. Teachers are authorized to remove disruptive students from class. Any teacher, uncertain to degree or appropriateness of punishment, should consult with the building administrator.
 - 1. Student Removal - A teacher may remove a disruptive student from class for one (1) day. The removed student shall be sent or taken to the building's administrative office. A teacher removing a student from class shall give the building administrator a written report concerning the action as soon as possible after the removal.
- F. Remain with students during class, or other supervisory duty, unless the teacher has an emergency or his/her assistance is needed in an emergency situation.

- G. Maintain appropriate records on a biweekly basis, for grade levels awarding letter grades of student progress, including updating electronic grade books. Complete and forward related reports, in keeping with administration procedure and directives. Final decision on any grade shall be the responsibility of the subject teacher. Each teacher shall be able to justify a given grade.
- H. Complete standards based lesson plans and use the curriculum maps, if available, of each subject area being taught.
- I. Assess the needs of students and use assessment results to make informed decisions about curriculum, instruction, assessment, and goals that address those needs, when appropriate.
- J. Notify the building principal or the designated representative when leaving the building during the regular school day. Prior approval should be obtained when leaving at times other than during regular teacher lunch period.
- K. Keep lesson plans, sub folders, seating charts, and related materials available and updated.
- L. Administer medicines only as authorized by the building administrator.
- M. Be reasonably responsible for school property and assigned equipment.
- N. Give each assigned student all reasonable assistance. It is the child's responsibility to seek, and the teacher's responsibility to make available, if needed, additional help due to an extended absence from school.
- O. Observe physical conditions affecting the health, safety, and comfort of students. Report to the building office any conditions adversely affecting the students.
- P. Make student referrals to appropriate support personnel, i.e., school nurse, guidance counselor, etc., according to established procedure.
- Q. Promote, advertise, or sell tickets for any organization during the regular school day only with approval of the building administrator.
- R. Staff dress will be professional "business casual" attire. "Business casual" attire will be reviewed with the Win/Win committee annually.
- S. Perform other educationally related activities as assigned by the building administrator, unless there is a good faith concern that such activity presents a clear and present danger to the health and safety of anyone.

ARTICLE 4: TEACHING CONDITIONS

- I. The North Fork Local Board of Education and the North Fork Education Association believe that employees' work environment should be free from harassment of any form. Any employee who feels that he/she is being subjected to any kind of harassment should report such to his/her building administrator or superintendent. Procedures for reporting harassment are available in Board Policy 3362 and Administrative Guidelines 3362.
- II. All teachers at the 7-12 grade levels shall be provided one (1) regular class period during the students' day for non-pupil contact, for carrying out the duties of that position, except where more non-pupil contact time is required by state regulations.
- III. Elementary teachers shall be provided 200 minutes per week of conference/planning time, with a daily schedule that will include a minimum of 30 continuous minutes of non-pupil contact during the students' day.

Every attempt will be made so that elementary teachers shall not be assigned more than a regular class period of duty each day, such as bus, recess, lunchroom, or detention.

Each year a building team, which includes a grade level teacher, a special education teacher, a Win/Win representative, and a NFEA representative, will meet with the building administrator at least one (1) week prior to the first day for students to review a building duty schedule.

- IV. The regular teachers' year shall consist of one hundred eighty three (183) days. In the event a change in the board adopted school calendar becomes necessary, it shall be altered only after consultation with the association. If a spring break is scheduled, make-up days shall not be scheduled during the spring break. The regular teachers' day shall be no more than seven and one-half (7 ½) continuous hours, including a duty-free lunch period that is equal to the time provided students and is not less than thirty (30) consecutive minutes of non-pupil contact. Prior to the adoption of a school calendar specifying days for district-wide and parent conference days, the association will be provided a reasonable opportunity to provide input to the board regarding the school calendar.
- V. Only one principal will be responsible for the evaluation of each traveling teacher as determined by the superintendent.

The traveling teacher will be expected to attend one faculty meeting each month. Exceptions could be made for emergency meetings, but sufficient advance notice must be given to the assigned administrator.

The traveling teacher will have no more duty minutes per week than any regular classroom teacher. Travel time between schools shall not be considered lunch or conference time.

- VI. Every reasonable effort will be made to obtain substitute teachers, in the absence of regular and special education teachers.
 - A. If the administration is unable to obtain a substitute, or if a substitute is needed for a limited period of time, i.e., a period or an hour, regular members of the faculty may be used. Period substitutes shall be reimbursed at eighteen dollars (\$18) per class time.
 - B. When daily substitutes are needed, all credentialed staff for substitutes can be considered as a final option, and will be compensated if they miss a daily planning/conference period. Reasonable effort will be made to rotate these teachers.
- VII. Teachers will not be required to report to their assigned building when the building is closed by the superintendent or his/her designee.
- VIII. Separate work areas and toilet facilities should be provided for teachers, away from student use or instructional activities to the degree possible. Any future major building remodeling shall include such separate facilities for teachers.
- IX. Upon initial employment, a teacher shall be notified, no later than August 1, of his/her regular teaching assignment including: (a) the building where services are to be performed, (b) the subject/grade to be taught, (c) the time schedule of the regular teachers' day, (d) number of hours/periods in the students' day.

Any teacher currently employed by the board, whose assignment is changed in any of the above conditions, will be notified in writing by August 1, and in keeping with Article 9 of this Agreement - Assignment, Transfer and Vacancies.

The superintendent shall have the authority to assign or reassign any teacher after August 1, upon notice and consultation with such teacher.

- X. Class size and class load should be of such equitable distribution and limits to allow for the best educational opportunities of the children. Therefore, the board and association agree that the following objectives should be pursued:
 - A. Adequate instructional materials shall be provided for all students, including textbooks, consumable supplies, etc. The Board shall establish, and make known to the teachers, a normal sequence for reviewing and updating text materials for the district. Professional development for new instructional programs should be given, prior to implementation.

- B. No class size shall exceed the number of desks or teaching stations available for the number of students assigned at any one time.
- C. Each classroom will be supplied with at least one (1) teacher's desk and two (2) adult-size chairs.
- D. Each teacher will be provided a desk and lockable storage facility for use of maintaining records and other materials necessary in the performance of his/her respective assignment
- E. Secondary (7-12) academic classes should not exceed twenty-five (25) pupils per period, nor should regular classroom teachers be assigned more than one hundred seventy (170) pupils in one (1) day, for the purpose of instruction. Assignment of secondary teachers should be so arranged that no one teacher has more than three (3) lesson preparations during any one (1) semester or year. While all attempts will be made to ensure a teacher will not have more than three preparations at the high school and junior high school level, if it becomes necessary to assign a teacher more than three (3) class preparations, the following guidelines will be put into place:
 - 1. A teacher with one hundred thirty five (135) students or more may have no more than three (3) preparations.
 - 2. A teacher with one hundred fifteen (115) to one hundred thirty-four (134) students may have no more than four (4) preparations.
 - 3. A teacher with up to one hundred fourteen (114) students may have up to five (5) preparations.

If by the end of the fourth week of the semester a teacher's load exceeds these guidelines, he/she shall be paid a one-time payment of \$200 (two hundred dollars) per semester.

The teacher and building administrator will mutually determine optimum class size to meet the needs of the art, PE, music, industrial technology, vocational agriculture, computer technology, and vocational family and consumer sciences classes. In case of disagreement, the teacher, building representative, building administrator, and superintendent will meet to resolve the disagreement.

- F. Self-contained elementary classrooms (but not including art, library, music, or physical education classes) will be scheduled so that no such class will exceed thirty (30) pupils in number. If all classes at a grade level within an elementary school are scheduled to contain thirty (30) pupils, additional pupils may be scheduled into classes at that grade level, provided that no class will be scheduled to exceed thirty three (33) pupils. Prior to scheduling a class to contain more than thirty (30) pupils, the building administrator will schedule a

meeting with all teachers at that grade level and a designated association representative to review alternative methods of scheduling.

G. Elementary Class Size Adjustment

Elementary classes subject to the scheduling limitations of Paragraph III, above, which exceed thirty three (33) pupils on October 15 will, within six (6) weeks thereafter, be reduced so that such classes do not exceed thirty three (33) pupils in number, unless the classroom teacher and administrator agree to a greater number of pupils. Reflecting board policy, open enrollment will be limited in grades K-6 when any grade level class size reaches an average of twenty-five (25) students per class.

H. Instructional Aides

Any teachers assigned to an elementary class, to which thirty (30) or more pupils have been assigned, will be scheduled to receive the assistance of a teacher's aide (or volunteer aide) for not less than three (3) hours per scheduled school day, so long as the scheduled class size exceeds twenty nine (29). Building representatives and the building principal will confer regarding scheduling of the aide within the first two (2) weeks of school.

I. Special classes, governed by state or federal regulations, shall be in keeping with such provisions.

XI. The regular school year shall consist of one hundred eighty three (183) days. Instruction shall be for one hundred eighty (180) days and may include up to two (2) days of parent-teacher conferences. Three (3) days may be for orientation, in-service, or completion of records.

XII. Parent-teacher conferences should be arranged at times mutually agreed to between the parent and teacher, at such frequency as necessary to benefit the child involved.

Scheduled parent-teacher conference days shall be arranged by the administration, after consultation with the building faculty, and may commence at a time other than the regular starting time of the teacher; however, such scheduled time shall not exceed a continuous seven and one-half (7½) hours.

XIII. Staff meetings shall be considered a part of the teacher's regular day. In the event that staff meetings exceed the teacher's regular duty day, the maximum amount of time allowed beyond the teacher's regular duty day is a total of one (1) hour per month. Administrative called staff meetings extended beyond the teacher's regular duty day shall be limited to two (2) per month, with at least five (5) days advance notice being given to the faculty, except in the case of urgent necessity as determined by the local superintendent.

- XIV. A procedure shall be developed in each school to ensure teachers will not need to hold money overnight.
- XV. Release time shall be granted for curriculum planning and/or assessment testing and scoring. If the association determines that substantial time is being spent by teachers beyond the regular duty day, at the option of the association, the board agrees to reopen negotiations on this subsection exclusively.
- XVI. All credentialed personnel shall be admitted, free of charge, to any school sponsored activity.
- XVII. The district will provide to the bargaining unit members with the opportunity to receive flu shots at the District's expense, unless in financial caution, watch, or emergency.
- XVIII. The board will adopt policy for special education pupils entitled to an Individualized Educational Program and uniform policies regarding the retention of pupils from grade level to grade level. Such policies shall not be considered part of this agreement, nor subject to the grievance procedure.
- XIX. Each teacher scheduled for evaluation shall submit weekly standards based lesson plans to his/her building administrator electronically or a hard copy by 9:00 a.m. Monday morning for the current week. All other staff members must have standards based lesson plans available upon building administrator's request.
- XX. In compliance with board policy, members shall not use tobacco products in school buildings, in school-owned vehicles, or on school property. At board expense, a smoking cessation program will be provided for interested teachers.
- Members who violate this regulation shall be subject to discipline.
- XXI. Staff cell phone use, including texting and internet, will not be permitted during any instructional time the teacher is scheduled with students, unless for emergency purposes.
- XXII. With reasonable administrative suspicion and consultation with NFEA leadership, staff will be subject to drug testing. It is the district's intent to provide the Employee Assistance Program (EAP) to anyone who tests positive for illegal substances. Any further positive results will be subject to disciplinary measures.

ARTICLE 5: LEAST RESTRICTIVE ENVIRONMENT

The following shall be provided to all bargaining unit members who have special needs students integrated into their regular classrooms:

- I. The regular classroom teacher shall participate in the development and implementation of the Individualized Education Plan (IEP) for students he/she serves and shall make necessary adaptations of curriculum and evaluation.
- II. As approved by the superintendent, the district shall provide paid release time for members to attend in-service programs.
- III. Up-front assistance with curriculum modifications, grade determination, and alternative assessments shall be provided to classroom teachers, in preparation for the placement of the special needs student(s).
- IV. As approved by the superintendent, staff assignments and class sizes shall be modified when appropriate, to meet the students' needs.
- V. Materials, supplies, and specialists shall be provided to the classroom teachers, to ensure meaningful instruction for the special needs student(s).
- VI. Provision will be made for attention to physical care, medical or hygienic procedures of special needs student(s) that will not result in the regular classroom teacher leaving his/her classroom unattended.
- VII. An inclusion team may meet weekly, as deemed necessary by any member of the team, to address issues that may arise. The inclusion team meetings will be no more than one (1) hour in length and must occur outside of the contracted school day as approved by the building administrator. Said team may consist of inclusion teachers, classroom teachers, instructional aides, and the building administrator. Reimbursement will be at the home instruction tutor rate. Time sheets must be submitted at the end of each grading period and in accordance with the payroll calendar schedule.

ARTICLE 6: CONTRACTS

I. Individual Contracts

A. All teachers employed by the board to perform regular duties shall be issued written contracts in accordance with provisions of the Ohio Revised Code. All contracts shall include the following information:

1. Name of teacher.
2. Name of school district.
3. Type of contract, limited or continuing.
4. If limited, the number of years the contract is to be in force.
5. The annual compensation to be paid and the basis for determining this compensation, provided that such information shall be given only on the initial year of a multi-year limited contract or a continuing contract, and thereafter shall be given with the annual salary notice during the term of the contract.
6. A statement that the teacher agrees to abide by the master contract in effect between the board and NFEA and other related board policies and administrative procedures.
7. The contract shall contain the signatures of the board president, board treasurer, and the teacher, along with the date of issuance.

B. The issuance or renewal of a limited or continuing contract should occur no later than June 1.

Contract documents must be returned to the treasurer of the board with the signature of the bargaining unit member within ten (10) days after delivery to the bargaining unit member. Failure to return the signed contract to the Board Treasurer within twenty (20) calendar days after delivery to the bargaining unit member will be deemed a rejection of the offer of employment and any claim to the position or assignment offered in the contract document.

II. SEQUENCE OF CONTRACT ISSUANCE

A. Normal sequence of limited contracts shall be as follows:

1. One (1) year contract, upon initial employment;
2. One (1) year, upon reemployment, for a second contract;

3. Two (2) years, upon reemployment, for third contract;
 4. Three (3) years, upon reemployment for succeeding contract(s).
- B. Any teacher on or eligible to receive a multi-year contract, shall only be offered a contract of less duration based on reason(s) that have been identified in the evaluation process between the employee and his/her evaluator(s).
- C. Upon the recommendation of the superintendent, the board may grant a one (1) year probationary contract on the following conditions:
1. The superintendent shall notify the unit member, in writing, on or before April 30, of his/her intent to recommend a probationary contract. Reasons directed at the professional improvement of the unit member shall be included with the notification. The board will also notify the unit member, on or before April 30, of its action upon the superintendent's recommendation.
 2. Upon the conclusion of the probationary contract, the unit member must be returned to the normal contract sequence, or offered one (1) additional probationary contract, or notified of the board's intent not to renew such contract pursuant to law.
- D. The sequence of limited contract provisions of this agreement will not apply to a bargaining unit member eligible for a multi-year limited contract who has been absent from duty for one hundred twenty (120) or more school days during the final year of a limited contract, by reason of approved leave of any kind. Such bargaining unit member may either be awarded a one (1) year limited contract or a multi-year limited contract. Upon subsequent re-employment, the member will be subject to the sequence of contract provisions above.
- E. Teachers who intend to become eligible for the awarding of a continuing contract will:
1. Notify the building administrator and board's treasurer, in writing, not later than October 1 of the school year in which eligibility is expected to occur.
 2. Those eligible for a continuing contract will be placed on the evaluation schedule.
 3. Provide professional credentials that must be on file with the board's treasurer by April 1.
 4. Notify the board's treasurer, in writing, that all requirements to obtain a continuing contract have been met by April 1 of that school year (see appendix J).
 5. Teachers employed under a limited contract that does not expire in the current year shall be considered for the award of a continuing contract, only after the teacher waives the remaining term of the limited contract.

6. A continuing contract request must have a district administrator's positive reference letter sent by the administrator, to the superintendent, prior to the award of a continuing contract.
 7. Evaluations must be completed, with satisfactory assessment, prior to the award of a continuing contract. If the evaluation and/or the administrator's letter is not satisfactory, the individual will remain at his or her regular sequence of the contract.
- F. No teacher will be eligible for any contract, status, or teaching position unless the appropriate teaching credentials for such status or position are on file with the treasurer of the board.
- G. Teachers involved in the state entry year program, or other mentorship program, when provided, must successfully complete all requirements set forth by the program's administrators in order to maintain a contract.

ARTICLE 7: EDUCATIONAL SUPPORT

I. HOME INSTRUCTION TUTORS

Certified personnel who work with students placed on home instruction, for medical or behavior concerns will be paid at the rate of:

2011-2012 - \$25 per hour
2012-2013 - \$25 per hour
2013-2014 - \$25 per hour

II. INDEPENDENT STUDY

A. Certified personnel who work with students, approved for independent study, outside of the regular contract day, will be paid at the following rate:

First Student	Second Student	Each additional Student beyond two
<i>1 credit</i> \$500	+ \$250	+\$125
<i>½ credit</i> \$250	+ \$125	+\$63
<i>¼ credit</i> \$125	+ \$63	+\$32

III. VIRTUAL LEARNING ACADEMY (VLA)

A. Certified personnel who work with students who, approved for virtual learning academy, will be paid at the following rate per course:

28-36 lessons	\$240 per student
19-27 lessons	\$180 per student
10-18 lessons	\$120 per student
0-9 lessons	\$60 per student

B. The board will provide a stipend for a VLA coordinator in the amount of \$3,000.00 annually.

ARTICLE 8: TEACHER EVALUATIONS

I. DESIGNATION OF EVALUATION PROCEDURE

The procedures and forms for the evaluation of the professional performance of members of the bargaining unit, jointly developed by the board and the association as hereinafter set forth, will be used for the duration of the agreement for evaluation of bargaining unit members employed under permanent, as well as, limited teaching contracts, expiring during the term of this agreement. The procedural requirements of the evaluation procedures will be subject to the grievance procedure of Article 34 of this agreement provided; however, no grievance may be filed challenging the judgment of an evaluator, as set forth in an evaluation document, or any employment recommendation based on judgments set forth in an evaluation document.

II. TEACHER EVALUATION PROCEDURE

A. Statement of Purpose

The board, administration, and association recognize the responsibility of building administrators and supervisors to continually evaluate the performance of teachers. The administration of the North Fork Schools is dedicated to the task of working cooperatively, with the professional staff, for the improvement of instruction. One of the ways instructional improvement is to be accomplished in the North Fork Schools will be through the evaluation of credentialed personnel.

B. Procedure – Limited Contract/ 1 year limited contracts

All certified staff who are eligible for the renewal of a one year limited contract will be observed no less than two (2) times prior to each evaluation and receive two (2) written formal evaluations during the current school year. In any school year, when an administrator has specific professional concerns with a credentialed staff member's professional performance, he/she may begin the evaluation process, increase the number of observations, and increase the number of evaluations. The added observations and evaluations, due to professional concerns, may begin at any time during the school year, and are not subject to the timeline deadlines identified in the following paragraphs. The building administrator shall meet with the teacher to be evaluated in order to establish professional and personal growth goal(s) on or before October 15. Timelines are as follows:

Step One

A pre-conference meeting shall be held on or before September 30 with all individuals to be evaluated. This can be done individually or as a group to discuss growth goals, procedures, and guidelines.

The building administrator shall meet with the teacher to be evaluated to establish educational growth goal(s) and self assessments on or before October 15. A building administrator may establish additional goal(s) for the teacher if it is felt that a particular area needs to be addressed. An asterisk on the growth goal form shall note any goal that is not mutually established. Educational growth goals will consist of what the teacher would like to do to enhance the learning that takes place in the classroom, and those that deal with the individual teacher's attitude and perspective toward teaching.

Step Two

At least two observations of no less than thirty (30) minutes and the first evaluation shall be held on or before January 15. The teacher must complete one observed lesson self assessment for one of the administrator's observed lessons. A copy of each write up will be given to the staff member for his/her review at least one day prior to the post-observation conference. A post-observation conference shall be held within ten (10) school days following the observation, to discuss the observation and/or evaluation.

Step Three

The final observations of no less than thirty (30) minutes to be followed by a formal written evaluation shall be held on or before March 31. A copy of each write up will be given to the staff member for his/her review at least one day prior to the post-observation conference. A post-observation conference shall be held within ten (10) school days following the observation to discuss the observation and final evaluation.

C. Procedure – Limited Contract- 2/3 year limited contracts

All certified staff who are eligible for the renewal of either a two or three year limited contract will be observed no less than two (2) times and receive two (2) written formal evaluations during the current school year. In any school year, when an administrator has specific professional concerns with a credentialed staff member's professional performance, he/she may begin the evaluation process, increase the number of observations, and increase the number of evaluations. The added observations and evaluations due to professional concerns may begin at any time during the school year, and are not subject to the timeline deadlines identified in the following paragraphs. The building administrator shall meet with the teacher to be evaluated in order to establish

professional and personal growth goal(s) on or before October 15. Time lines are as follows:

Step One

A pre-conference meeting shall be held on or before September 30 with all individuals to be evaluated. This can be done individually or as a group to discuss growth goals, procedures and guidelines.

The building administrator shall meet with the teacher to be evaluated to establish educational growth goal(s) and self assessments on or before October 15. A building administrator may establish additional goal(s) for the teacher if it is felt that a particular area needs to be addressed. An asterisk on the growth goal form shall note any goal that is not mutually established. Educational growth goals will consist of what the teacher would like to do to enhance the learning that takes place in the classroom, and those that deal with the individual teacher's attitude and perspective toward teaching.

Step Two

At least one observation of no less than thirty (30) minutes and the first evaluation shall be held on or before January 15. The teacher must complete one observed lesson self assessment for one of the administrator's observed lessons. A copy of each write up will be given to the staff member for his/her review at least one day prior to the post-observation conference. A post-observation conference shall be held within ten (10) school days following the observation to discuss the observation and/or evaluation.

Step Three

The final observation of no less than thirty (30) minutes to be followed by a final formal written evaluation shall be held on or before March 31. A copy of each write up will be given to the staff member for their review at least one day prior to the post-observation conference. A post-observation conference shall be held within ten (10) school days following the observation to discuss the observation and final evaluation.

D. Procedure – Continuing Contract

A building administrator, at his/her professional discretion, may evaluate a credentialed staff member, on continuing contract, one time every five (5) years. In any school year during the five year period, an administrator who has just and due cause, and who has specific concerns of that credentialed staff member's professional performance, may begin the evaluation process, increase the number of observations, and increase the number of evaluations. The added observations and evaluations, due to professional concerns, may begin at any

time during the school year and are not subject to the timeline deadlines identified in the following paragraphs. The building administrator shall meet with the teacher to be evaluated to establish professional and personal growth goal(s) on or before October 15. Timelines are as follows:

Step One

A pre-observation conference meeting shall be held on or before September 30 with all individuals to be evaluated. This can be done individually or as a group to discuss growth goals, procedures, and guidelines.

The building administrator shall meet with the teacher to be evaluated to establish educational growth goal(s) and self assessments on or before October 15. A building administrator may establish additional goal(s) for the teacher if it is felt that a particular area needs to be addressed. Educational growth goals will consist of what the teacher would like to do to enhance the learning that takes place in the classroom, and those that deal with the individual teacher's attitude and perspective toward teaching.

Step Two

At least one observation of no less than thirty (30) minutes and the first evaluation shall be held on or before January 15. The teacher must complete one observed lesson self assessment for one of the administrator's observed lessons. A copy of each write up will be given to the staff member for their review at least one day prior to the post-observation conference. A post-observation conference shall be held within ten (10) school days following the observation.

Step Three

The final observation of no less than thirty (30) minutes to be followed by a final, formal, written evaluation shall be held on or before March 31. A copy of each write up will be given to the staff member for his/her review at least one day prior to the post-observation conference. A post-observation conference shall be held within ten (10) school days following the observation to discuss the observation and/or the final observation.

- F. A teacher has the privilege to request one (1) additional observation with written documentation by a different building administrator, assigned by the superintendent or designee, which must be completed by March 31. The teacher can also have a peer observation (APPENDIX F) completed and/or include work samples, to be placed in the completed evaluation.

- E. Those teachers who may be deficient in some areas may be evaluated by the building administrator, whether or not their contract expires that year. An appeal on the evaluation may be made to the superintendent or his/her designee. The evaluation must be completed by March 31.
- G. The original copy of the evaluation will be in the possession of the building administrator during the current school year. When completed, the original will be placed in the teacher's personnel file in the board of education office. A copy of the entire document will be provided to the staff member being evaluated.
- H. If extenuating circumstances would keep the teacher or building administrator from meeting timelines, those dates could be changed by written mutual agreement of both parties. The building administrator shall give the association's president seven (7) days notice of the anticipated need to extend a timeline.
- I. The evaluation procedure forms appear as Appendices A-H to this agreement, and are incorporated into this article by reference, as if fully rewritten herein. The notification of evaluation form located at Appendix A will be used for all evaluations.
- J. The parties intend that the application of the evaluation policy as provided herein will fully satisfy the procedural evaluation requirements required by sections 3319.11 and 3319.111 of the Ohio Revised Code.

ARTICLE 9: ASSIGNMENTS, TRANSFERS AND VACANCIES

- I. The assignment of staff members and their transfer to positions in the various schools and departments of the district shall be made by the superintendent on the basis of the following criteria, which are listed in order of priority:
 - A. Qualifications of staff members compared to those of outside candidates, both for the position to be vacated and for the position to be filled.
 - B. Contributions which the staff member could make to the students in the new position.
 - C. Desire of staff member regarding assignment or transfer.
 - D. Opportunity for professional growth.
 - E. Length of service in the North Fork Local School District.

The superintendent reserves the right to make reassignments which, in his/her sole and exclusive opinion, are in the best interest of the district.

II. VOLUNTARY TRANSFERS

A teacher, to be considered for a voluntary transfer to a new or existing position, shall indicate such interest to the superintendent on an annual form prepared by the superintendent's office which requests information on the teacher's intentions for the succeeding school year. This form will be submitted in March and shall be returned by April 1. This request shall remain in effect until the start of the succeeding school year. A copy of said request shall be given to the teacher's building administrator or immediate administrator. If the request is granted, the teacher shall be notified as soon as possible. If the request is denied, the superintendent shall notify the teacher in writing with reasons for said denial within fifteen (15) working days (Monday through Friday) of filling the vacancy.

III. INVOLUNTARY TRANSFERS

Involuntary transfers may be initiated at the discretion of the administration pursuant to the following procedures:

- A. A conference between the superintendent and the teacher shall take place before official written notice is made. Such conference shall be scheduled at least fourteen (14) days prior to the effective date of the transfer. The required fourteen (14) day period shall be waived, due to circumstances that occur after August 1 which require immediate action on the part of the Administration (e.g., late resignations, retirements, death or disability of a teacher).

- B. A teacher shall not be transferred to a position for which they do not hold credentials, unless the teacher voluntarily consents to a supplemental license.

IV. NOTICE OF VACANCIES

- A. Notice of vacancies and new positions within the credentialed staff shall be sent electronically to all staff personnel by the administrative office and included on the district's hotline in lieu of posting on faculty bulletin boards and in faculty memoranda as they occur.
- B. Vacancies that occur after the first student day of school will be filled with a temporary replacement for the remainder of the year. The vacancy will be posted within fifteen (15) days of the opening, and the successful staff member will not be placed in the vacancy until the beginning of the next school year, unless the superintendent deems that immediate placement will be in the best interests of the district.

ARTICLE 10: PERSONNEL FILES

- I. The official personnel files of all teachers shall be kept in the district administrative office. Any teacher shall have the right, during regular office hours, to examine his/her file upon request to the superintendent.
- II. The superintendent may withhold any letters of reference secured for use in initial employment of the teacher. Said letters of reference shall be permanently removed from said file after the issuance of the third consecutive limited contract or a continuing contract. The teacher shall retain the right to add comments and rebuttals to documents and to secure one (1) copy of any item therein without charge. Every item in the file is to be dated at the time it is entered. The teacher shall be notified in writing each time an additional item is placed in his/her personnel file, except items submitted by the teacher or items required by law to be placed in such teacher's file. All items being entered into the personnel file must be dated and signed by the person entering the material. The failure to provide such notice shall not be grounds to have such item removed from the teacher's file, nor shall such failure preclude the use of such item in any proceeding in which the item could have otherwise been lawfully submitted. Every teacher shall also have the right to indicate those documents in the file which he/she believes are obsolete or otherwise inappropriate to retain. After a joint review with the board's treasurer or his/her designee, materials deemed obsolete by mutual concurrence shall be destroyed.
- III. When members of the public request inspection of public records contained in teachers' personnel files, the board will monitor such inspection to ensure that the records retained in such files are neither removed, added to, or altered. Each teacher subject to such request will be notified of the request within one (1) working day thereafter. This provision does not include reviews of records contained in teachers' personnel files by school personnel, members of the board, or its designee acting in an official capacity.

ARTICLE 11: LEAVE PROVISIONS

Application for all paid and unpaid leave must be submitted to the building administrator and/or designee at least seventy two (72) hours prior to the date such leave is to be taken. When emergency situations arise, making this compliance impossible, besides notifying the building administrator or designee on the day of the absence, written notification must be submitted to the building administrator and/or designee on the day the employee returns to work. Failure to complete the necessary form may result in dock of pay.

I. ASSAULT LEAVE

- A. Any member of the bargaining unit employed by the board who is assaulted while in the course of such teacher's employment, and who is temporarily disabled by any injury resulting from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave, on such terms and conditions as hereinafter provided.
- B. To be eligible for assault leave, the certificated employee shall apply for, and be granted Workers' Compensation payments, in lieu of wages. If such Workers' Compensation benefits are paid, the board shall pay to such employee the difference between the benefits received from Workers' Compensation and the employee's regular salary. For those days that compensation is made to the injured employee by the Bureau of Workers' Compensation, there shall be no deduction from the accumulated sick leave of the employee.
- C. Any sick leave days deducted during the period the injured employee was awaiting eligibility for Workers' Compensation payments, in lieu of wages, shall be reinstated upon granting of the benefits.
- D. An injured employee, who has insufficient sick leave accumulation to cover the period such employee is awaiting, eligibility shall be advanced a sufficient number of days, provided such advancement shall not exceed those number of sick leave days that can be earned during the balance of the current school year.
- E. Assault leave as provided herein shall not exceed more than thirty (30) days, and shall terminate at such time Workers' Compensation benefits are terminated, whichever first occurs. Assault leave will be terminated when the teacher has been released by the attending physician or psychologist.

II. ASSOCIATION LEAVE

Association leave shall be granted for attendance of a representative or elected official of the association at professional association meetings. Such leave shall not exceed a total of eight (8) teacher days. The president of association shall notify the Superintendent five (5) days in advance of said meeting and the person(s) attending.

III. JURY DUTY

Members receiving notices to serve on jury duty shall promptly notify their building principal, the substitute caller, and submit a copy of the notice to the board's treasurer. Members required to report and/or serve on jury duty shall receive their regular compensation. All remuneration received for reporting and/or serving on jury duty shall be assigned to the board's treasurer.

IV. MILITARY LEAVE

Members of the bargaining unit shall be granted military leave in accordance with Sections 3319.14, 5903.061, and 5923.051 of the Ohio Revised Code.

- A. Any member of the bargaining unit will be granted leave, with pay, for military reasons, up to a maximum of thirty-one (31) days per school year. Any additional time will be an unpaid leave of absence.
- B. Any member who is required to go into active duty shall be paid the lesser of five hundred dollars (\$500) or the difference between pay received for such leave and the unit member's regular salary for the number of days involved as per Sections 3319.14, 5903.061, and 5923.051 of the Ohio Revised Code.
- C. The member is required to submit to the treasurer verification of performance of such duty and payment received; or, in lieu of payroll deduction, can endorse a check for military duties over to the board.
- D. A teacher who enters the Armed Forces or the auxiliaries thereof, and who returns from such service with other than a dishonorable discharge, shall be re-employed by the board under the same type of contract held at the time of entering the Armed Forces.
- E. Applications for reinstatement must be made no later than thirty (30) days prior to the expected day of return and not more than ninety (90) days after the discharge or release from the Armed Forces.
- F. Years of absence for military service shall be counted as though the teaching had been performed for the purpose of placement on the salary schedule. A maximum of five (5) years military service may be credited for salary placement.
- G. For salary purposes, total months of duty shall be divided by twelve (12) and the salary credit for each year shall be given for each year of service. The employee will still receive and pay for insurance benefits in the same manner as if they were actively working.

H. A partial year of eight (8) months or more shall be counted as a year of service.

I. The board is authorized to suspend the contract of a teacher whose services became unnecessary by reason of return of a teacher from the services in the Armed Forces.

V. PARENTAL LEAVE

Parental Leave: a teacher shall, upon request, be granted leave subject to the following conditions:

A. SICK LEAVE FOR MATERNITY/PATERNITY PURPOSES

1. Paid maternity leave will begin the date the child is born, for a maximum of sixty (60) work days if accumulated sick leave is available.
2. Paternity leave will begin the date the child is born, for a maximum of five (5) work days. The superintendent may approve the use of additional time for the father to assist in the care of the mother and/or child. This does not preclude further use of sick leave by the father if complications arise.
3. If, on the sixty-first (61) day, documentation that a catastrophic condition still exists, and the teacher has unused sick leave available, the superintendent may approve the use of additional sick leave for maternity leave. Any additional time will be unpaid leave.
4. Sick leave, as authorized under this section, shall not exceed that number of accumulated and unused sick leave days to the credit of the teacher and earned during that period of such leave.
5. Mother and father members of the bargaining unit shall not be granted leave under this article in the same school year as his or her spouse, unless approved by the superintendent.

B. MATERNITY LEAVE WITHOUT PAY

See unpaid leave

C. INSURANCE

Teachers, whose unpaid maternity leave exceeds sixty (60) days, shall be carried on the board's employee roll and be eligible to obtain group insurance benefits at their own expense.

D. ADOPTION LEAVE

1. Accumulated sick leave may be used for reason of adoption and may not exceed sixty (60) work days of accumulated sick leave time.
2. Mother and father members of the bargaining unit shall not be granted leave under this article in the same school year as his or her spouse, unless approved by the superintendent.

VI. PERSONAL LEAVE

- A. Teachers shall accrue personal leave at a rate of three (3) days per year. Personal leave shall accumulate without limit.
- B. No more than five (5) teachers in the district shall be granted personal leave on any one (1) day, and teachers may not use more than four (4) personal days in any given school year. In cases of an emergency over which the employee has no control, the superintendent may approve said leave.
- C. A personal leave day shall not be granted to any teacher on the regularly scheduled work day immediately before or immediately after a scheduled break in the official adopted board calendar, except for an emergency as approved by the superintendent.

VII. PROFESSIONAL LEAVE

- A. Upon approval of the superintendent, professional leave, up to a maximum of three (3) days per school year, unless administratively directed otherwise, may be granted for the purpose of attending professional meetings. Professional leave may also be used for visitations to observe curriculum or teaching. Faculty members desiring to use said leave shall submit a written request to the appropriate building administrator no later than five (5) days prior to the date(s) of the leave. In case of urgency, the Superintendent may waive this notification. Teachers may be required to attend professional meetings upon reasonable advance notice and payment of expenses in accordance with this Article. Upon return from the professional leave, teachers may be asked to discuss the substance of the professional meeting with other staff members.
- B. The board will budget and appropriate the following amount of monies for the next three fiscal years of professional leave:

2011-2012	\$16,000
2012-2013	\$16,500
2013-2014	\$17,000

Exhaustion of available professional leave funds shall not prevent a teacher from applying for said leave and, upon approval of the superintendent, being granted professional leave without expense reimbursement.

- C. Teachers who have not received professional leave during the preceding school year shall receive first priority.
- D. Teachers granted such leave shall receive reimbursement for necessary and actual expenses incurred for such leave, in accordance with the following schedule:
 - 1. Travel maximum up to one hundred dollars (\$100) per trip. Mileage reimbursement will be at the maximum amount, which meets the substantiation and adequate accounting requirements of the Internal Revenue Service.
 - 2. Registration fee, up to three hundred and fifty (\$350) per day.
 - 3. Lodging expenses, up to one-hundred (\$100) per night for maximum of four (4) nights.
 - 4. Meals will only be reimbursed for approved leave that requires overnight lodging. Meals, including banquet dinners, up to forty dollars (\$40) per day for maximum of five (5) days.
 - 5. Itemized bills must be submitted for reimbursement on appropriate forms, (for hotel and meal expenses must be attached.) Credit card receipts will not be accepted as valid documentation.
- E. Professional leave may be used to attend required Ohio High School Athletic Association activities or events related to the performance of duties under supplemental contract
- F. No more than three (3) teachers in the district shall be granted professional leave on any one (1) day, unless the teacher(s) are serving on a committee or approved by the superintendent. No more than two (2) teachers from the same building shall be granted leave to attend the same workshop, unless the building administrator determines otherwise.
- G. Any teacher directly responsible for supervising students on a field trip does not need to request professional leave.

Any other teacher, who is assigned as an official chaperone by the building administrator, needs to request professional leave. Any teacher wishing to accompany the field trip, but is not an official chaperone is not eligible to use

professional leave to cover his or her absence. Final determination of direct responsibility will be at the discretion of the administration.

VIII. SABBATICAL LEAVE

- A. Members who have completed five (5) years of service in the North Fork Local School District, upon written request to the superintendent and upon the superintendent's recommendation to the board, may be granted a leave of absence with part pay for one (1) or two (2) semesters for the purpose of professional improvement. Said leave shall be subject to the following restrictions:
 - 1. The member shall present to the superintendent for approval a detailed plan for professional growth.
 - 2. Upon the approval and completion of the requested leave, the member shall provide evidence to the superintendent that the plan was followed.
- B. Members granted sabbatical leave must return to the North Fork School District for a period of one (1) year following said leave.
- C. Members granted sabbatical leave shall be eligible to receive part salary equal to the difference between the member's regular contract salary and the cost of the substitute employed for the member while on leave.
- D. A satisfactory substitute, as determined by the superintendent, must be available before such leave may be granted.
- E. No more than five percent (5%) of the total membership of the bargaining unit may be granted such leave in any one (1) year.
- F. Members may not be granted sabbatical leave more often than once every five (5) years, nor be granted sabbatical leave a second time if other members of the bargaining unit have filed requests for such leave.
- G. Members, who have been granted sabbatical leave, shall be carried on the personnel roster for insurance purposes and shall have the right to pay the total premium for the group insurance program made available to the members by the board, provided said payment is made on a timely basis.
- H. Members granted sabbatical leave shall hold the board harmless for all contributions to STRS during the period of said leave, except those mandated by STRS on payment of part salary.
- I. Sabbatical leave shall not be used for gainful employment or to seek another job.

IX. SICK LEAVE

- A. Members of the credentialed staff shall be authorized sick leave in keeping with the provisions of the Ohio Revised Code and the board's policy herein stated.
- B. Teachers shall accrue sick leave at a rate of one and one-fourth (1 ¼) days per month while under contract with the board, for a maximum of fifteen (15) days per year. The maximum accumulation of unused sick leave shall be one hundred fifty (150) days. Any teacher who would end the school year with the accumulated sick leave days in excess of one hundred fifty (150) days will be credited with said excess balance into personal leave days.
- C. A teacher with no previous experience, upon beginning the duties of employment shall, at the beginning of the school year, be advanced up to ten (10) days of sick leave. Those days advanced will be paid back throughout the year or on the final pay.
- D. A teacher new to the district may transfer sick leave previously accumulated elsewhere in Ohio in public service, upon verification of such accumulation from the proper public agency up to the maximum accumulation provided in Paragraph B above.
- E. Sick leave shall be granted to maximum accumulation for the following reasons:
 - 1. Personal illness
 - 2. Personal injury
 - 3. Pregnancy
 - 4. Exposure to contagious disease which could be communicated to others
 - 5. Illness or injury of a member of the immediate family
 - 6. Death in the immediate family
- F. Immediate family shall mean any of the following persons: spouse, children, father, mother, brother, sister, mother-in-law, father-in-law, grandchildren, grandfather, grandmother, or any person living in the unit member's household.
- G. The board may authorize the granting of additional days of sick leave beyond the number accumulated, upon recommendation of the superintendent, in keeping with Section 3319.08 of the Ohio Revised Code.
- H. The use of five (5) or more consecutive sick days will require a physician statement, stating that the employee is capable of returning to duty; if the purpose of the sick leave usage was due to being the primary caregiver of a family member, the staff member must submit the family member's physician statement stating the necessity of the care.

I. SICK LEAVE BANK

When a North Fork Local School District employee with at least five (5) years experience in the North Fork Local School District will exhaust all of his/her accumulated sick leave before the end of the school year, due to a catastrophic illness or injury of the bargaining unit member (which does not include pregnancy or child birth, unless there are catastrophic consequences to the mother and/or the unborn child), then he/she may submit an application to be considered for up to thirty (30) additional donated days of sick leave for that school year. Donated sick leave shall be subject to the following conditions:

1. Employee Requesting Sick Leave Donations:

- a. All sick leave donation requests must be approved by the Sick Leave Donation Committee (superintendent, association president, and a building administrator chosen by the superintendent and two bargaining unit members chosen by the association president).
- b. A catastrophic illness or injury is one which is life threatening to the individual or has resulted in the individual being incapacitated for an extended period of time. Determination will be the decision of the Sick Leave Donation Committee.
- c. The employee, his/her spouse, parent(s), or children to whom or for whom the days are given, must personally have the catastrophic illness or injury resulting in the need for additional sick leave.
- d. Employees may apply for up to a maximum of thirty (30) days donated sick leave in the school year. The employee must have exhausted his/her accumulated sick leave before being eligible for donations of sick leave.
- e. Employees approved for sick leave donation usage will be credited each pay period on a per-pay-period basis.
- f. Employees wishing to apply for sick leave donations shall submit a Sick Leave Donation Request Form to the Sick Leave Donation Committee. If the employee is currently under a physician's care, a physician's statement describing the condition should be attached to the request form.

2. Employees Donating Sick Leave

- a. Any employee donating sick leave who has reached the maximum amount of one hundred fifty (150) days will have their total accumulation reduced by the number of donated days during the year, but will be restored to one hundred fifty (150) if their combined use of sick leave and their donation does not exceed fifteen (15) days.
 - b. An employee's donation of sick leave will reduce the number of days eligible to be converted to personal leave.
 - c. A commitment to donate sick leave to the sick leave bank by an employee cannot be reversed after the treasurer has received the donation form.
 - d. The treasurer will notify employees of the sick leave need after the requesting member's application for sick leave has been approved by the approval committee. The notice shall contain a form which will allow the staff member to give up sick leave to be donated to the sick leave bank, not to exceed a total of five (5) days accumulated sick leave. Any employee may donate from his/her accumulated days by returning the form to the treasurer within the specified time. The sick leave donation form should be signed and dated by the donating teacher and shall specify the number of days donated.
- J. Notwithstanding any provision in this agreement to the contrary, on and after August 5, 1993, each of the parties reserves all rights and responsibilities provided employers and employees under the Family and Medical Leave Act of 1993 (the Act). It is the intent of the parties that all rights regarding leaves provided by the Act shall be solely determined by the provisions of the Act and regulations adopted there under. Employees shall maintain the right to all paid leave provisions delineated in this agreement.

X. UNPAID LEAVE OF ABSENCE

Upon written request and approval by the board, an unpaid leave of absence may be granted to members of the bargaining unit, except as required by the Family and Medical Leave Act, in keeping with the following:

- A. Said leave shall be for illness or disability, professional travel, study, growth, exchange teaching, childbirth and child rearing, or such other reasons as approved by the board.
- B. Said leave shall be granted for a specific period of time, but not for more than the remainder of the school year in which it was requested. Upon a recommendation of the superintendent and board approval, the leave may be

extended for one (1) additional school year. A request for an extension must be filed by April 1.

- C. A member of the bargaining unit on unpaid leave shall be eligible to obtain group insurance benefits at his/her own expense, beginning on the sixty-first (61) unpaid work day.
- D. A member on unpaid leave of absence who plans to return and resume his/her duties for the next school year shall notify the superintendent by April 1, prior to the beginning of the school year.
- E. A member on an unpaid leave of absence will not advance on the steps of the salary schedule and the time will not count towards accumulated seniority, unless they have been compensated for at least one hundred twenty (120) days during the contract year.
- F. A member taking an unpaid leave of absence will not be guaranteed to return to the same position held prior to the leave of absence.
- G. Upon the return of a teacher from a leave of absence, the board may non-renew the contract of a person hired exclusively for the purpose of replacing the member who was on leave.

XI. WITNESS LEAVE

- A. Members subpoenaed to appear as a witness in a job-related legal matter and/or grievance arbitration shall promptly notify their building administrator, the substitute caller, and submit a copy of the subpoena to the board's treasurer. A professional leave form must be filled out prior to the absence. Members shall receive their regular compensation. Final determination will be at the discretion of the administration. All remuneration shall be submitted to the board's treasurer.
- B. Members subpoenaed to appear as a witness in a non-job-related legal matter and/or grievance arbitration shall promptly notify their building administrator, the substitute caller, and submit a copy of the subpoena to the board's treasurer. Members will take personal leave for non-job-related matters.

XII Workers' Compensation

- A. All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of, or arising out of, their employment.
- B. All injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative, and an application shall be filed with the Bureau of Workers' Compensation.
- C. Forms to file a claim under Workers' Compensation will be available from the board upon request.
- D. When employees are on Workers' Compensation Leave, the employee will still receive and pay for insurance benefits as if he or she were actively working.

ARTICLE 12: TUITION REIMBURSEMENT

- I. The Board will budget and appropriate the following amount of monies for the next three (3) fiscal years to reimburse teachers for tuition:

2011-2012	\$20,000
2010-2013	\$20,000
2013-2014	\$20,000

- II. Tuition costs are subject to the following provisions. Appropriation made after ratification of this agreement will be allocated to the first class session with a sign-up deadline after ratification.
- A. Tuition reimbursement will be two hundred twenty five dollars (\$225) per semester hour or one hundred fifty dollars (\$150) per quarter hour. Reimbursement will not exceed the cost of the course.
 - B. The maximum reimbursement shall be twelve (12) quarter hours or eight (8) semester hours per school year.
 - C. A written request for tuition reimbursement must be submitted and approved by the superintendent by May 1 of each fiscal year for all courses completed or will be completed within the same fiscal year.
 - D. The course must be related to the professional improvement of the teacher and approved by the LPDC and/or Superintendent.
 - E. If there are sufficient monies available, full reimbursement will be made. The total annual appropriation will be among those bargaining unit members approved for tuition reimbursement. If the funds allocated are insufficient for full reimbursement, the available funds will be pro-rated among the approved applicants
 - F. Course work must be scheduled at times that do not interfere with the normal duties during the workday of the teacher.
 - G. Before reimbursement is made, the teacher must present satisfactory evidence of payment of tuition cost and successful completion of the course.
 - H. The teacher must complete the next school year as a teacher in the district. If the teacher fails to satisfy this teaching obligation, the amount the teacher has been reimbursed pursuant to this section in the previous twelve (12) months shall be deducted from any salary accrued, but not yet paid. After this deduction has been made, if there is any balance still owed by the teacher, it shall be immediately due and payable to the district. This payment is void if the teacher's contract is suspended, in keeping with the Reduction in Force Article.

ARTICLE 13: INSURANCE

- I. The Board will provide a group health insurance program for the duration of this agreement.
 - A. The Board shall pay eighty-five percent (85%) of the monthly group health insurance premium for a single policy and seventy percent (70%) of the monthly group health insurance premium for a family policy. The board and the association will review the provisions of the group health insurance plan annually.
 - B. The board will continue to offer a Section 125 plan for employee group health insurance premium payments.
 - C. Eligible employees who are not enrolled in the group health insurance program will receive an annual incentive payment on the second pay of July as follows:

FY 2012	\$400
FY 2013	\$300
FY 2014	\$200

If, within the same fiscal year, an employee receives an "opt-out" incentive payment and then subsequently enrolls or re-enrolls in the group insurance program, any HSA board contribution the employee is entitled to will be reduced by any incentive pay received until the entire incentive pay is recovered.

- II. The board shall continue to provide for the duration of this agreement a group dental health plan that is equal to or better than the coverage in the current plan.

The board shall pay one hundred percent (100%) of the monthly group dental premium up to:

	<u>Family</u>	<u>Single</u>
2011-2012	\$ 50	\$ 40
2012-2013	\$ 50	\$ 40
2013-2014	\$ 50	\$ 40

The board will continue to offer a Section 125 plan for employee group dental insurance premium payments.

- III. The board shall provide, at no cost to the teacher, Fifty Thousand Dollars (\$50,000.00) term life insurance per teacher within the bargaining unit.

IV. The board will annually determine the method of providing insurance coverage. If necessary, the board may change carriers upon prior notification to the association.

V. For any bargaining unit member scheduled to work at least one hundred eighty three (183) days in the current fiscal year and is enrolled in the District's High Deductible Health Plan (HDHP), the Board will deposit into the employee's Health Savings Account (HSA) the following amount:

2011-2012 – \$ 1,200

2012-2013 – \$ 1,200

2013-2014 – \$ 1,200

- A. This deposit will be made on the first pay of July or the next available pay, in accordance with the payroll calendar schedule, whichever comes first upon eligibility for said contribution.
- B. Any bargaining unit member scheduled to work less than one hundred eighty three (183) days in the current fiscal year and is enrolled in the District's HDHP will receive a pro-rated percentage of the amount designated above. This deposit will be made into the employee's HSA account on the next available pay, in accordance with the payroll calendar schedule. The pro-rated percentage is based on the number of scheduled days to be worked divided by one hundred eighty three (183) contract days.
- C. The bargaining unit member must remain enrolled in the district's HDHP for the remainder of the current fiscal year. If the employee fails to satisfy this obligation, the employee will be required to reimburse the district a pro-rated percent, not to exceed one hundred percent (100%), of the original amount contributed to the bargaining unit member's HSA by the district. The pro-rated percent is based on the number of scheduled days actually worked under the HDHP divided by one hundred eighty three (183) days.

VI. The board will pay one hundred percent (100%) of the family insurance premium for those members of the bargaining unit whose spouse is also employed by the district. If there are no dependents involved, then the board will fully pay the cost of single coverage for each employee, as long as the cost of two (2) singles does not exceed the cost of one (1) family policy.

ARTICLE 14: SEVERANCE POLICY

Employees may, at the time of their separation by retirement from service with the North Fork Local School Board, elect to be paid for their accrued but unused sick leave and personal leave credit. Only those employees whose effective date of retirement with either the State Teachers Retirement System (STRS) or the School Employees Retirement System (SERS) or the Public Employees Retirement System (PERS) is no later than ninety (90) calendar days after the last paid day of service with the North Fork Local School Board shall be eligible for said payment. This payment to the employee shall eliminate all sick and personal leave credit accrued by the employee. Such payment shall be based on the employee's rate of pay at the time of separation by retirement, but shall not include pay for supplemental duties.

Further, the employee shall receive such payment no later than sixty (60) calendar days after the effective date of retirement with the proper state retirement system.

- I. The severance payment shall be calculated as follows:
 1. One-fourth (1/4) of unused accrued sick leave credit, up to a maximum of one hundred twenty (120) accrued days.
 2. One-fourth (1/4) of unused accrued personal leave.
- II. Employees with twenty (20) years or more of service with the district will receive one hundred percent (100%) of their accrued sick leave balance in excess of one hundred twenty (120) days.
- III. Teachers who officially notify the board by April 1 of their intent to retire that year, shall receive an additional one thousand dollars (\$1,000) on their severance payment.

ARTICLE 15: EMPLOYMENT OF RETIREES

- I. Teachers who are collecting an Ohio State Teachers Retirement System pension may apply, but are not guaranteed to be hired by the Board in a position for which they hold credentials at their educational level.
 - A. All contracts issued by the board shall be for one (1) year.
 - B. The teacher will be assigned at Step 10 at the level of education he/she possesses. If a teacher has fewer than ten (10) years of service, he/she will be placed at the appropriate experience step and level of education and may proceed to Step 10. The teacher will stay at Step 10 for the duration of employment.
 - C. In the event of reduction of staff or layoffs, retired employees will be the first on the list for reduction.
 - D. Any retired employee hired prior to July 1, 2001, is not affected by this provision of the Agreement.
- II. Teachers who are collecting retirement benefits from out of the state of Ohio may be hired for a position for which they hold certification at their level of education.
 - A. All contracts issued by the board shall be for one (1) year.
 - B. The teacher will be assigned at Step 5 at the level of education he/she possesses. If a teacher has fewer than five (5) years of service, he/she will be placed at the appropriate experience step and level of education and may proceed to Step 5. The teacher will stay at Step 5 for the duration of employment.
 - C. In the event of reduction of staff or layoffs, retired employees will be the first on the list for reduction.
- III. These rehired employees shall receive no benefits listed in this contract except for:
 - A. Ten thousand dollars (\$10,000) life insurance
 - B. Sick leave to a maximum of 30 (thirty) days
 - C. Personal leave to a maximum of three (3) days per year, no accumulation
 - D. Jury duty will be the same as *ARTICLE 11*
 - E. Professional leave will be the same as *ARTICLE 11*

ARTICLE 16: SPECIAL STIPEND FUND

I. SPECIAL STIPEND FUND

- A. The board will appropriate six thousand dollars (\$6,000.00) annually to a special stipend fund set up for teachers to apply for a stipend, up to \$300, for their services and/or for supplies for sponsoring a special project. The fund is available for teachers to provide sponsorship for an activity. Teachers will submit an application prior to the start of any project to the Win/Win Committee, who will review each application and determine the appropriateness and the amount to be rewarded.

The stipend will be payable upon completion of the project and submission of a project summary for review by the Win/Win Committee.

ARTICLE 17: REGULAR SALARY SCHEDULE

- I. The regular salary schedule index and steps shall remain the same.
- II. The parties agree that the teacher salary schedule at the bachelors (BA) zero (0) step shall be increased as follows:

2011-2012	-	BA 0	0.00%
2012-2013	-	BA 0	0.00%
2013-2014	-	BA 0	0.00%

- III. Teachers who complete course work which entitles them to move to the next degree track will begin earning that salary at the beginning of the district semester immediately following the date of the official transcript verifying that course work.
- IV. Teachers shall be paid according to their training and experience on the attached salary schedule. By agreement between the board and an individual teacher, the teacher may be credited with a lesser number of years of experience than actually accrued. Said salary shall be for the benefit of regular teaching duties during the regular school year of one hundred eighty three (183) days.

The daily rate for any extended days will be based on the teacher's placement on the regular salary schedule.

- V. For the purpose of the salary schedule, it is agreed that 150 hours equals 150 semester hours. MA+15 equals an additional fifteen (15) graduate semester hours earned after the date the Master's Degree was earned.
- VI. The salary shall be paid in twenty-four (24) equal pays. The board shall assume and pay to STRS the teacher's contribution required, from time to time, under Section 3307.51 of the Ohio Revised Code. These contributions which are "picked-up" by the board shall be paid by the board in lieu of contributions by the teachers. No teacher shall have the right to receive the contributed amounts directly instead of having them paid by the Board to STRS. However, each teacher's compensation shall be restated and reduced in an amount equal to the contributed amounts from time to time. Further, it is understood and agreed that the board shall not assume any tax risk by reason of such "pick-up" of contribution.
- VII. As of January 1, 2005, all certificated employees will be paid via direct deposit. Employees are to notify the treasurer of bank preference. Emergency situations may be approved by the treasurer.

VIII. Members may change banks and/or deduction amounts (i.e. amount to savings and amount to checking) at any time during the year upon written notification to the board's treasurer.

IX. All pay stubs will be sent electronically, and/or viewed through the kiosk.

NORTH FORK LOCAL SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
Fiscal years 2012-2014

0.00%

<u>YEARS OF EXPERIENCE</u>	<u>ND</u>	<u>BACH</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA+15</u>
0	\$26,188 0.8650	\$30,275 1.0000	\$32,092 1.0600	\$33,908 1.1200	\$35,725 1.1800
1	\$27,323 0.9025	\$31,713 1.0475	\$33,681 1.1125	\$35,649 1.1775	\$37,617 1.2425
2	\$28,459 0.9400	\$33,151 1.0950	\$35,270 1.1650	\$37,390 1.2350	\$39,509 1.3050
3	\$29,594 0.9775	\$34,589 1.1425	\$36,860 1.2175	\$39,130 1.2925	\$41,401 1.3675
4	\$30,729 1.0150	\$36,027 1.1900	\$38,449 1.2700	\$40,871 1.3500	\$43,293 1.4300
5	\$31,864 1.0525	\$37,465 1.2375	\$40,039 1.3225	\$42,612 1.4075	\$45,185 1.4925
6	\$33,000 1.0900	\$38,903 1.2850	\$41,628 1.3750	\$44,353 1.4650	\$47,078 1.5550
7	\$34,135 1.1275	\$40,341 1.3325	\$43,218 1.4275	\$46,094 1.5225	\$48,970 1.6175
8	\$35,270 1.1650	\$41,780 1.3800	\$44,807 1.4800	\$47,835 1.5800	\$50,862 1.6800
9	\$36,406 1.2025	\$43,218 1.4275	\$46,396 1.5325	\$49,575 1.6375	\$52,754 1.7425
10	\$37,541 1.2400	\$44,656 1.4750	\$47,986 1.5850	\$51,316 1.6950	\$54,646 1.8050
11	\$38,676	\$46,094	\$49,575	\$53,057	\$56,539

	1.2775	1.5225	1.6375	1.7525	1.8675
12 - 14	\$39,812 1.3150	\$47,532 1.5700	\$51,165 1.6900	\$54,798 1.8100	\$58,431 1.9300
15 - 19	\$40,947 1.3525	\$48,970 1.6175	\$52,754 1.7425	\$56,539 1.8675	\$60,323 1.9925
20 - 24	\$42,082 1.3900	\$50,408 1.6650	\$54,344 1.7950	\$58,279 1.9250	\$62,215 2.0550
25	\$43,218 1.4275	\$51,846 1.7125	\$55,933 1.8475	\$60,020 1.9825	\$64,107 2.1175
26+ **	\$0	\$125	\$150	\$175	\$200

** 26+ will equal the 25 year level plus the amount show above for each year of experience over 25, with a maximum of 40 years.

NORTH FORK LOCAL SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
DETAIL FOR 26 OR MORE YEARS OF EXPERIENCE
Fiscal years 2012-2014

<u>YEARS OF EXPERIENCE</u>	<u>ND</u>	<u>BACH</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA+15</u>
26	\$43,218	\$51,971	\$56,083	\$60,195	\$64,307
27	\$43,218	\$52,096	\$56,233	\$60,370	\$64,507
28	\$43,218	\$52,221	\$56,383	\$60,545	\$64,707
29	\$43,218	\$52,346	\$56,533	\$60,720	\$64,907
30	\$43,218	\$52,471	\$56,683	\$60,895	\$65,107
31	\$43,218	\$52,596	\$56,833	\$61,070	\$65,307
32	\$43,218	\$52,721	\$56,983	\$61,245	\$65,507
33	\$43,218	\$52,846	\$57,133	\$61,420	\$65,707
34	\$43,218	\$52,971	\$57,283	\$61,595	\$65,907
35	\$43,218	\$53,096	\$57,433	\$61,770	\$66,107
36	\$43,218	\$53,221	\$57,583	\$61,945	\$66,307
37	\$43,218	\$53,346	\$57,733	\$62,120	\$66,507
38	\$43,218	\$53,471	\$57,883	\$62,295	\$66,707
39	\$43,218	\$53,596	\$58,033	\$62,470	\$66,907

ARTICLE 18: SUPPLEMENTAL CONTRACTS AND SALARY SCHEDULE

- I. Teachers accepting responsibility in addition to their regular contract duties, for which compensation is paid, shall be issued a supplemental contract. Supplemental contracts will not be issued to individuals with simultaneous/overlapping duties. Supplemental duties must be performed outside the teacher's contract day unless approved by the administration. A job description of the specific duties, the time period, and school year in which the activity is to be performed, shall be developed by the administration in consultation with the association and on file in the superintendent's office and adopted by the board. Such job description shall be adopted prior to advertising, or issuance of a supplemental contract for, such additional duties. Such job description shall not be amended or rescinded during the term of said supplemental contract.

Any person applying for a supplemental contract must have a recommendation from that building administrator.

As a part of their regular contract duties, teachers may be assigned duties that are a part of the supplemental contract schedule. Supplemental pay in such cases shall not be paid unless otherwise stipulated in the contract, since payment would be made according to the regular salary schedule. This assignment should be made only with the agreement of the superintendent, principal, and teacher, and after notice to the association's president.

- II. Procedures, and a form for the evaluation of the professional performance of members of the bargaining unit assigned supplemental duty, shall be developed cooperatively by the Board and the Association. Such procedures and form shall be revised in the spring of even-numbered years, and any changes made will be effective beginning with the next succeeding school year. Except as changed following the biennial review or otherwise by agreement of the board and the association, the procedures and form will not be changed during the term of this agreement without mutual consent.
- III. Upon certification to the treasurer's office of the supplemental contract release form, payment for supplemental duties shall be made according to the payroll calendar schedule. Such certification will, where appropriate, include an inventory of all equipment, materials and supplies used in the performance of the supplemental duties.

IV. SUPPLEMENTAL SALARY SCHEDULE

Specific supplemental salaries will be established in accordance with this article. Any newly created supplemental positions shall be negotiated as far as placement in a given level. The supplemental salary schedule shall be based on an index, except for Level VIII positions.

The Supplemental Salary Schedule and Index shall be changed each year as determined by the following:

2011-2012 – (-10.00%)
2012-2013 – 0.00%
2013-2014 – 0.00%

LEVEL I

Athletics

Baseball Head Coach *
Basketball (Boys) Head Coach *
Basketball (Girls) Head Coach *
Cheerleader Advisor – Sr. High *
Football Head Coach *
Softball Head Coach *
Track Head Coach *
Volleyball Head Coach *
Wrestling Head Coach *

LEVEL II

Athletics

Basketball (Boys) Varsity Assistant Coach
Basketball (Girls) Varsity Assistant Coach
Volleyball Varsity Assistant Coach

Academics

Marching Band Director *

LEVEL III

Athletics

Basketball (Boys) Junior Varsity Assistant Coach
Basketball (Boys) 9th Grade Assistant Coach
Basketball (Boys) 8th Grade Assistant Coach
Basketball (Boys) 7th Grade Assistant Coach
Basketball (Girls) Junior Varsity Assistant Coach
Basketball (Girls) 9th Grade Assistant Coach
Basketball (Girls) 8th Grade Assistant Coach
Basketball (Girls) 7th Grade Assistant Coach
Cheerleader Advisor J.H.

Cross Country Head Coach
Football Varsity Assistant Coach (2)
Football Junior Varsity Assistant Coach (2)
Football 9th Grade Assistant Coach
Football Junior High Assistant Coach
Football 8th Grade Assistant Coach
Football 7th Grade Assistant Coach
Golf Head Coach

LEVEL III

Academics

Class Trip Coordinator (6th Grade) (2) **
Class Trip Coordinator (8th Grade)
Instrumental Music Director
Outdoor Education Coordinator – J.H.
Vocal Music Director

LEVEL IV

Athletics

Baseball Varsity Assistant Coach*
Baseball Junior Varsity Assistant Coach*
Cheerleader Assistant Advisor – H.S.
Softball Varsity Assistant Coach*
Softball Junior Varsity Assistant Coach*
Softball Junior High Assistant Coach*
Track Varsity Assistant Coach (2) *
Track Junior Varsity Assistant Coach (2) *
Volleyball Junior Varsity Assistant Coach*
Volleyball 9th Grade Assistant Coach*
Volleyball 8th Grade Assistant Coach*
Volleyball 7th Grade Assistant Coach*
Wrestling Assistant Coach (2)
Weight Training Supervisor

Academics

Class Advisor (Junior Class)
Class Advisor (Senior Class)
Drama Director, Fall
Intervention Specialist (8) ***
Yearbook Advisor – Senior High

LEVEL V

Athletics

Cross Country Assistant Coach
Golf Assistant Coach

Academics

Drama Director, Spring
Computer Club H.S.
Majorette/Flag Corps Advisor *
Math Club Advisor – Elementary (2) **
Musical Director, Spring
Science Club Advisor Elementary (2) **
Student Government Advisor – Senior High
Student Government Advisor – Junior High
Student Government Advisor – Elementary (2) **
Yearbook Advisor – Junior High

LEVEL VI

Academics

Class Advisor (Freshman)
Class Advisor (Sophomore)
Foreign Language Advisor
Honor Society Advisor – Senior High
Honor Society Advisor – Junior High
Marching Band Assistant Director
Newspaper Advisor – Senior High (
Quiz Bowl Advisor – Senior High

LEVEL VII

Academics

Quiz Bowl Advisor J.H.
Science Fair Advisor – Elementary (2) **
Spelling Bee J.H

LEVEL VIII

Volunteer Coach/ Advisor

* Indicates inventory required per Section III of this Article.

** Assumes one contract at each elementary school.

*** Indicates two per building

VI. PLACEMENT

- A. The appropriate supplemental salary placement shall be determined by reference to the teacher's years of experience in the specific contract area or a related area by superintendent's recommendation.
- B. All job descriptions shall be on file in the superintendent's office.
- C. All supplemental contracts shall be for one (1) year.

D. Supplemental positions vacant for three (3) consecutive years will be reviewed by Win/Win, prior to being removed.

VII. Notwithstanding the Ohio Revised Code, all supplemental contracts shall expire on the date stated thereon unless the board, upon recommendation of the superintendent and building administrators, takes action to offer to said member a renewal of such supplemental contracts.

VIII. If a new supplemental position is created, and if the person awarded the contract has been performing similar duties within the district as established in the job description, the person shall be given credit in placement upon the supplemental schedule for the year(s) of previous service.

NORTH FORK LOCAL SCHOOL DISTRICT
 SUPPLEMENTAL SALARY SCHEDULE
 Fiscal Years 2012 - 2014

<u>LEVEL</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
I	\$4,082.00 1.2000	\$4,286.00 1.2600	\$4,490.00 1.3200	\$4,694.00 1.3800	\$4,898.00 1.4400
II	\$3,401.00 1.0000	\$3,572.00 1.0500	\$3,742.00 1.1000	\$3,912.00 1.1500	\$4,082.00 1.2000
III	\$2,721.00 0.8000	\$2,857.00 0.8400	\$2,993.00 0.8800	\$3,129.00 0.9200	\$3,265.00 0.9600
IV	\$2,041.00 0.6000	\$2,143.00 0.6300	\$2,245.00 0.6600	\$2,347.00 0.6900	\$2,449.00 0.7200
V	\$1,361.00 0.4000	\$1,429.00 0.4200	\$1,497.00 0.4400	\$1,565.00 0.4600	\$1,633.00 0.4800
VI	\$681.00 0.2000	\$715.00 0.2100	\$749.00 0.2200	\$783.00 0.2300	\$817.00 0.2400
VII	\$341.00 0.1000	\$358.00 0.1050	\$375.00 0.1100	\$392.00 0.1150	\$409.00 0.1200
VIII	\$1.00 N/A	\$1.00 N/A	\$1.00 N/A	\$1.00 N/A	\$1.00 N/A

ARTICLE 19: REDUCTION IN FORCE

- I. The following provisions shall apply when the board determines it necessary to reduce the number of bargaining unit members under O.R.C. 3319.17. The board shall not be required to fill vacancies created by members who resign, retire, or who are laid off.
- II. No educational programs shall be reduced below the requirements that are set forth in the State Minimum Standards.
 - A. Before implementation, the association's president shall be notified of the board's intent to consider a Reduction in Force Program.
 - B. A meeting shall be held between representatives of the association and the board to review the reduction in force.
 - C. Procedures for Determining Reduction in Force List
 1. A list shall be prepared of all teachers according to seniority, within all areas of certification for each teacher. All approved "leaves of absence" will be applied towards continuous service for seniority purposes. The list shall include the following information:
 - a. Date of most recent initial employment.
 - b. Areas of credentials.
 2. A list shall be prepared indicating the position abolished.
 3. A list will be prepared by applying the following steps until all necessary reductions have been accomplished:
 - a. Teachers who leave the district by reasons of retirement, resignation, or an approved leave of absence.
 - b. The least senior teacher in the area of certification in the position to be abolished in keeping with the seniority list as set forth in Section D.
 4. For the purpose of Article 18 (Reduction in Force), a member of the bargaining unit shall not be deemed to have began continuous service until such employee has been assigned and performed service of twenty (20) or more hours per week and no less than one hundred twenty (120) days within a school year. Continuous service shall not be interrupted by:
 - a. subsequent service of less than twenty (20) hours per week and/or less than one hundred twenty (120) days,
 - b. approved leaves of absences, or

- c. if the employee is a tutor, such employee is available for assignment but no tutoring service is required.

D. Seniority List

1. Seniority shall be broken when a member resigns, retires, or is non-renewed. If a member's contract is non-renewed and the member is subsequently rehired prior to the first work day of the succeeding school year, there shall not be a break in seniority.
2. Time spent in a non-bargaining unit position, within the district, shall not constitute a break in seniority.
3. Seniority in the teacher's area(s) of certification shall be the basis of any Reduction in Force Program. The following priority shall be used in determining the least senior teacher:
 - i. Continuing contract status in the district.
 - ii. Years of continuous service to the district from the date of board action of employment.
 - iii. If a tie remains at this point, it shall be upon the recommendation of the superintendent.

E. Notice of Lay-Off

A teacher laid off as a result of a Reduction in Force Program shall be given written notification stating the reason of such lay-off. Except in cases of urgent necessity, notification shall occur prior to the school year that the Reduction in Force Program is to be implemented.

F. Displacement

1. Within ten (10) days of the written notification of lay-off, a member who is removed under these provisions shall have the right to transfer to another area of credentials if a vacancy exists there, or displace an individual with lesser seniority in the District. The member must place a request to the superintendent's office, in writing, the desire to transfer or displace within these ten (10) days.
2. No member shall have the right to displace (i.e., "bump") another member under this provision unless the member is already credentialed for the position into which the member is transferring. The members' credentials must be in place prior to the notification of lay-off.

In the event a person exercising displacement has not taught in their area of certification within the past five(5) years, the superintendent may require that person to take course work, in his/her area of certification, not to exceed the equivalent of three (3) semester hours credit, unless the district pays for additional hours. The member has the option to conference with the superintendent, concerning the necessity of additional course work. Additional course work must be completed within the first year of recall.

3. The member shall displace the least senior employee and not be afforded the option to choose a preferable position of a less senior member.
4. The superintendent reserves the right to make re-assignments which, in his/her sole and exclusive opinion, are in the best interest of the district.

G. Recall of Teachers from the Reduction in Force List

1. A teacher on the Reduction in Force list shall be recalled for positions for which he/she is certified, as set forth on said Reduction in Force list, as positions become available.
2. When an opening(s) occurs, the board shall send a certified letter to all bargaining unit members certified for the position, who are on the recall list, to their last known address to advise them of such positions. It is the bargaining unit member's responsibility to keep the treasurer informed of his/her whereabouts. Recall rights may be terminated if the member fails to keep a correct mailing address on file with the treasurer's office.
3. The bargaining unit members shall, within fifteen (15) days from the postmark date of the letter, if the notice is postmarked by August 1, otherwise, within 10 days, indicate availability and desire for such position.
4. The board shall reinstate that bargaining unit member indicating availability and desire for such position who has the greatest seniority. If the bargaining unit member fails to notify the board within the specified period of time, or if the bargaining unit member rejects the offered full-time position, said bargaining unit member shall be considered to have rejected the position and to have forfeited his or her right to recall on the reduction in force list. The position will then be made available to the next eligible bargaining unit member on the reduction in force list.
5. No teacher new to the district will be employed until all teachers on the Reduction in Force list have been offered a contract for a position in the teacher's field of licensure in accordance with the provisions of this policy.

6. Upon recall, members shall be placed in the appropriate place on the regular salary schedule, and all rights and benefits earned prior to the reduction in force shall be reinstated.
7. Refusal of part-time employment on the part of a regular full-time employee would not jeopardize his/her standing on the Reduction in Force list.
- H. Teachers laid off as the result of the Reduction in Force Program will be given preferential consideration for appointment as substitute teachers.
- I. The recall list shall be maintained for a period of two (2) years. Thereafter, an employee on layoff shall lose his/her right to recall.
- J. Laid-off teachers shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits for a period not to exceed three (3) years.
- K. Nothing herein shall preclude this board, acting upon the recommendation of the superintendent, from non-renewing the limited contract of any teachers in accordance with law and provisions of this agreement.
- L. Voluntary layoff
 1. A meeting will be held with those members of certification areas that will be reduced to determine interest in voluntary layoffs. Those electing to be voluntarily laid off will have ten days (10) to submit their names to the superintendent's office by written notification from the date of the meeting. Those selected for voluntary layoff will be placed at the bottom of the recall list.

ARTICLE 20: BUILDING AND DEPARTMENTAL BUDGETS

I. ELEMENTARY

Each elementary building shall be allocated general operating funds proportionate to the student enrollment in the building for the purpose of purchasing needed educational supplies or materials for classroom or building use (excluding such items as basic texts and furniture provided that a uniform minimum allocation shall be provided for each building). Distribution of said funds in a building budget shall be made by the building administrator after consultation with the teachers in the building.

II. JUNIOR AND SENIOR HIGH

Each department/teacher will submit a budget to the building administrator, who will then allocate available funds among the various departments/teachers in accordance with their needs.

ARTICLE 21: TEACHER DISCIPLINE

Members of the bargaining unit shall not be disciplined except pursuant to the following provisions:

- I. No formal disciplinary action shall be taken until the member of the bargaining unit has the opportunity to arrange for a representative to be present.
- II. All discipline shall be based on just cause.
- III. A progressive discipline policy shall be used provided, however, nothing herein shall require that a lesser sanction be imposed before more severe sanction can be applied.
- IV. The options shall be:
 1. Verbal warning.
 2. Verbal reprimand.
 3. Written reprimand.
 4. Suspension without pay, not to exceed one (1) school day.
 5. Suspension without pay, not to exceed five (5) school days.
 6. Suspension without pay, not to exceed ten (10) school days.
- V. All discipline appeals shall be initiated within fifteen (15) days of the notification of discipline and will follow the established grievance procedure. Discipline which results in suspension without pay shall be subject to arbitration. Discipline arbitration shall be binding. A day shall be defined as in Article 34, Section IV, Paragraph (H).
- VI. The provisions of this article shall not apply to proceedings for the termination of a teacher's contract, pursuant to Sections 3319.16 and 3319.161 of the Ohio Revised Code.
- VII. It is the duty of the local board of education, superintendent, or other administrator, to report to the Ohio Department of Education about credentialed employee misconduct using the Educator Misconduct Reporting Form as per Ohio Revised Code Section 3319.313 and 5126.253. See Appendix K.

ARTICLE 22: PARENT COMPLAINT PROCEDURE

Upon written receipt of parental concerns, including those that are of email origin, relating to teachers, or bargaining unit members holding supplemental contracts, the building administrator will begin the process of solving the concern. The parent will be provided with a parent complaint form (See Appendix I), and all efforts will be made to encourage the completion of the form by the parent. The administration reserves the right to initiate or skip the written complaint procedures for those complaints that might warrant criminal proceedings. Verbal complaints will be accepted in areas concerning safety issues only.

- I. Upon receipt of the parent complaint, the building administrator will give the parent complaint form to the teacher to make contact with the parent within two work days of receipt of the complaint. If the concern or problem is resolved by this contact, no written documentation of the complaint shall be included in the teacher's personnel file. The teacher will provide the building administrator with a written summary of the outcome of the issue.
- II. In the event the complaint could not be resolved by direct communication with the parent, a conference between teacher, parent, and administrator will take place. A written summary of the meeting must be prepared by the administrator and kept by the building administrator. If the building administrator determines that the complaint is unwarranted, no written documentation will be included in the teacher's personnel file. If the complaint is warranted, then clear expectations for correcting the problem must be developed at the meeting and written documentation will be entered into the personnel file.
- III. If the parent is still not satisfied, the parent may arrange a conference with the superintendent. The superintendent shall make a report of said conference and provide a copy to the teacher, parent and building administrator involved.
- IV. If the parent is still not satisfied, the parent may request a meeting with a majority of the board in executive session. A copy of the board's recommendation shall be given to the superintendent, parent, building administrator and teacher.
- V. If the superintendent, board, or any board member(s) receive an initial complaint from a parent about a teacher, he or she shall request that the parent follow the procedure as established. He or she shall also refer the matter to the appropriate administrator.

ARTICLE 23: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

- I. The Local Professional Development Committee shall consist of one (1) teacher representative from each building (total of four), all selected by the association, and three (3) administrators, two (2) selected by the superintendent and one (1) voted on by the administration.
 - A. When a teacher is being considered for IPDP approval, the Local Professional Development Committee shall consist of three (3) teachers and two (2) administrators. The administration shall determine which two (2) members will participate.
 - B. When an administrator is being considered for IPDP approval, the Local Professional Development Committee shall consist of three (3) administrators and two (2) teacher members. The teachers will determine which two (2) members will participate.
- II. Terms of membership shall be for three (3) years for teacher members. The committee shall be a district-level committee and shall meet monthly as needed, except for July and December, to review and approve teacher and administrative licensure programs and application for re-licensing.
 - A. The meetings will not be held during school time.
 - B. Teacher members will be compensated at the rate of seven hundred fifty dollars (\$750) per school year.
 - C. LPDC Secretary will be compensated at the rate of one thousand (\$1,000) per school year.
- III. In the event it becomes necessary to fill a vacancy of a teacher member before the end of his/her term, the association will select a replacement.
- IV. In the event a teacher committee member is being considered for licensure renewal, the association will select an alternate teacher member to serve on the committee to review that teacher's licensure renewal process only.
- V. If an administrator member must be replaced or is being reviewed for licensure renewal, the superintendent shall appoint a replacement member or serve on the committee.
- VI. The Local Professional Development Committee shall establish rules consistent with the rules set forth by the Ohio State Department of Education for operation. The committee shall also develop an appeal process that is in compliance with guidelines set forth by the Ohio State Department of Education.

ARTICLE 24: GRIEVANCE PROCEDURE

I. DEFINITION

A grievance is a complaint involving an alleged violation, interpretation, or application of conditions of the agreement and administrative procedures implementing provisions of said agreement.

II. INFORMAL

An aggrieved party shall try to resolve a grievance by discussing the grievance with the appropriate administrator.

III. FORMAL

If a grievance is not resolved informally, said grievance may be processed in keeping with the following:

LEVEL I

The grievance is to be reduced to writing including the alleged violation and relief sought. The grievance shall cite the provision of the Negotiated Agreement upon which the grievance is based and shall be submitted to the building administrator within fifteen (15) days of the act or the aggrieved becoming aware of the violation, misinterpretation, or misapplication or should have become aware upon the exercise of reasonable diligence. Failure to comply with this time factor is cause to waive the right to use this procedure. Within five (5) days of receipt by the building administrator, the building administrator shall arrange a meeting to discuss the grievance.

Within seven (7) days of submission, the building administrator is to provide a written response to the grievance. If the aggrieved is not satisfied with the written response, or if the building administrator does not keep the time provisions of this level, the aggrieved may submit the grievance to the superintendent within fifteen (15) days of the initiation of the grievance in Level I.

LEVEL II

Within five (5) days of receipt by the superintendent, the superintendent shall arrange a meeting to discuss the grievance. Within seven (7) days of said meeting the superintendent shall make written response to the aggrieved.

If the aggrieved is not satisfied with the written response, or the superintendent does not keep within the time provisions in Level II, the aggrieved may submit the grievance to Level III, within fifteen (15) days of initiating Level II. A copy of such submission shall be filed with the treasurer of the board.

LEVEL III

Within fifteen (15) days of receipt of notice of request for a Level IV grievance meeting by the treasurer of the board, a meeting will be conducted with a majority of the board members present in executive session, to discuss the grievance with the aggrieved.

Within seven (7) days of said meeting, the board shall provide a written response to the grievance.

LEVEL IV

Binding arbitration.

IV. GENERAL PROVISIONS

- A. An aggrieved party may be an individual or the NFEA if the alleged grievance is one affecting association's rights or is a class grievance affecting two (2) or more teachers on the same or similar issue.
- B. At any formal level of this procedure, any party of interest may have counsel of choice. However, if the aggrieved uses organizational counsel said counsel must be the NFEA's OEA representative.
- C. At any formal level the NFEA shall be entitled to representation.
- D. Suspension of processing a grievance at any level by the aggrieved party shall indicate the grievance has been resolved at the last level.
- E. There shall not be reprimand or reprisal made against any party involved in processing a grievance with this procedure as a result of such party's participation in the grievance process.
- F. No copy of grievances and administrative/board responses, shall be filed in the personnel file of a teacher, but may be maintained in a separate grievance file.
- G. A copy of all grievances and responses shall be transmitted to the NFEA president, superintendent, and aggrieved party.
- H. A day shall be a school day (i.e., a regularly scheduled workday on the school calendar) during the school year. During the months of June, July, and August, a day shall be a day the district administrative office is open for business.
- I. Time limits are to be adhered to, unless otherwise mutually agreed to in writing.
- J. No one shall be denied the right to process a grievance through Level IV because of his/her not being a member of the NFEA.

- K. The aggrieved shall have the right to withdraw a grievance at any level, without prejudice.
- L. All meetings shall be held at a time and place to enable all participants the opportunity to be present.
- M. All written communications shall be hand-delivered or mailed certified mail, return receipt requested.

ARTICLE 25: CONTRARY TO LAW PROVISION

Articles in this master contract have been arrived at through good faith bargaining by both the board and the association. If it is determined by a court of law with jurisdiction to this school district or an act of federal or state legislature that all or a part of any provision herein is contrary to law, that part shall be deemed null and void to the extent prohibited by such determination with the remaining provisions in effect as stated. If a section is deemed contrary to law as previously described and makes the provisions unworkable, said action shall be reason for immediate bargaining on that provision to obtain a workable provision within the established legal structure.

If a section of this master contract is determined contrary to provisions of Title IV of the 1964 Civil Rights Act, or Title IX of the 1972 Amended Education Act, said provisions shall be deemed null and void to the extent such a finding is found.

ARTICLE 26: IMPLEMENTATION AND DURATION PROVISION

This agreement shall become effective upon ratification by the North Fork Education Association and adoption by the North Fork Local Board of Education. Said agreement shall supersede previous adopted related board policies and procedures to the extent that such policies and procedures are contrary to this agreement. This agreement shall remain in effect in keeping with provisions herein stated until 11:59 P.M., June 30, 2014.

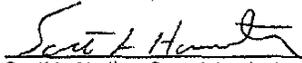
If a projected cash deficit is certified for any school year covered by this contract, and if the board is unable to obtain approval for solvency assistance payments or other financial aid of a sufficient amount to eliminate the projected cash deficit, unless it makes or agrees to make reductions in the number of bargaining unit members, the board may, within ten (10) working days of notice of disapproval and/or the requirement to reduce staff, terminate this agreement by giving the association written notice of the termination. The right to terminate this agreement under this provision must be exercised by delivering the written notice to the association's president within ten (10) working days of the notice that solvency assistance or other funds will not be available and the effective date of the termination of this agreement shall be at midnight of the tenth (10) workday following receipt of the cancellation notice by the association's president. Upon exercise of its right to terminate this agreement under this provision, the parties shall immediately enter into negotiations pursuant to Article 1 of this agreement for a successor agreement.

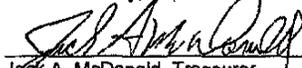
Except as otherwise expressly provided in this contract, nothing herein contained shall be deemed to limit the North Fork Local Board of Education or any agent acting in its behalf in any way in the exercises of the regular and customary functions of management, including, but not limited to, the making of such reasonable policies, rules and regulations governing the employees within the bargaining unit as it shall deem advisable.

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

FOR THE BOARD OF EDUCATION


Bernard L. Snow, President

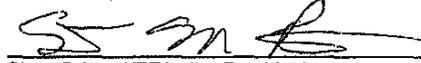

Scott L. Hartley, Superintendent

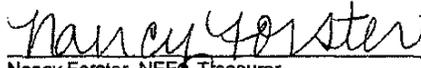

Jack A. McDonald, Treasurer

Date: APRIL 18, 2011

FOR THE ASSOCIATION


Chris Bartal, NFEA President


Steve Priest, NFEA Vice President


Nancy Forster, NFEA Treasurer

Date: APRIL 18, 2011

**APPENDIX A
NOTIFICATION OF EVALUATION**

This document is to inform _____ that he/she will be evaluated during the 20__/20__ school year. The evaluation procedure during the year will occur because of the following reason:

- _____ 1. Regular sequence of evaluation for limited contract.
- _____ 2. Regular sequence of evaluation for issuing continuing contract.
- _____ 3. Evaluation of continuing contract.
- _____ 4. Special evaluation due to areas of concern by administration.

Signature of teacher _____ Date _____

Signature of building administrator _____ Date _____

One copy of this form is to be retained by the teacher and one copy will be placed with the evaluation document when completed.

**NORTH FORK LOCAL SCHOOLS
EVALUATION/ OBSERVATION DOCUMENT**

Teacher:

Evaluator:

School:

Grade/Subject: Evaluation Year:

<u>Time Line Schedules</u>	<u>Date</u>
Pre-conference meeting:	<input type="text"/>
First observation	<input type="text"/>
Post -conference.....	<input type="text"/>
First evaluation/Post conference.....	<input type="text"/>
Second observation.....	<input type="text"/>
Post-conference.....	<input type="text"/>
Final evaluation/Post conference	<input type="text"/>

**NORTH FORK LOCAL SCHOOLS
PROFESSIONAL GROWTH GOALS AND SELF ASSESSMENT**

Teacher:

Grade/Subject:

Building:

Date:

Personal Goals

Educational growth goals should consider the areas of education and teaching involving the teacher, including: classroom management, planning, content knowledge, student learning, technology, organization, and classroom environment.

Goals	Procedure(s) to be followed in working toward goal	Evidence that will show goal has been met

As you think about your performance as a teacher, what do you consider your strengths?

As you think about your performance as a teacher, what do you consider your weaknesses?

For this year as you look at your students (academically and personally), curriculum, state testing, your classroom, school district/school environment, consider the following questions:

What are your biggest challenges for your students' learning and growth? Within your abilities, what can you do to improve this?

What do you see as the major classroom management issues you are, or will be, facing with your students this year? What steps can you take to improve these situations?

As you think about this year, are there any areas of your personal knowledge or technology skills you feel have room for improvement? If so, what are they? What can you do, or what help do you need to be given, to learn what you need to know?

What is the emotional environment of your classroom, grade level, department, and school? Can it be improved? If so, what steps can you take to improve the attitude?

Signatures: Signature indicates completion of requirement, not necessarily agreement.

Teacher _____

Date _____

Administrator _____

Date _____

APPENDIX D
CLASSROOM OBSERVATION

NORTH FORK LOCAL SCHOOLS
CLASSROOM OBSERVATION

Teacher: Date of Observation:
Time in: Time Out: Observation Number:

<p><u>Environment</u></p> <p>Bulletin boards/displays Seating arrangement Room organization Room lighting Room temperature Room appearance Other</p>	<p>COMMENTS</p>
<p><u>Planning</u></p> <p>Objective given Directions given Utilizes time wisely Flexible in planning Lesson plans tied to outcomes Lesson materials prepared Other</p>	<p>COMMENTS</p>

<p><u>Instruction</u></p> <p>Objectives clearly stated Checks for understanding Uses higher-order questioning Encourages student participation Movement/gestures Positive feedback Content Instructional time Smooth transitions Communication (written/oral) Debrief (lesson closure) Other</p>	<p>COMMENTS</p>
<p><u>Classroom Management</u></p> <p>Students off task Students disruptive Mutual respect shown Rules Consequences Other</p>	<p>COMMENTS</p>

Commendations/ Concerns:

Teacher: _____

Conference Date: _____

Administrator: _____

Conference Date: _____

NORTH FORK LOCAL SCHOOLS
EVALUATION FORM

Ratings and comments regarding performance should include strengths and/or areas of improvement.

Name:

Date:

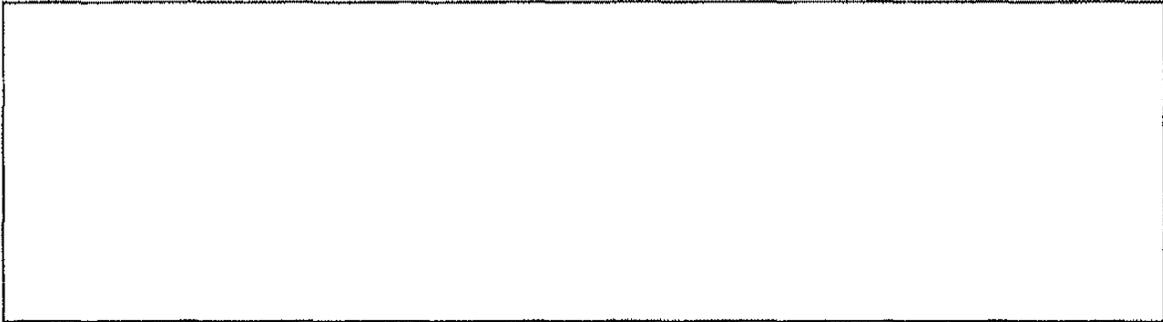
Mid or Final
(Circle one)

Classroom Environment: (Bulletin boards, space, displays, organization)

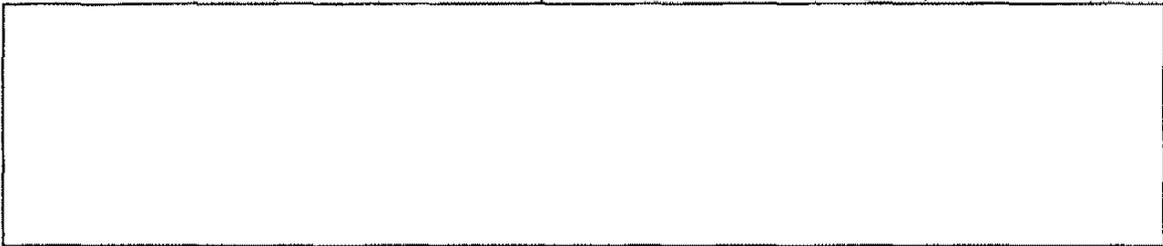
Planning: (Objectives, directions, lesson plans, materials)

Instruction: (Understanding, higher order thinking, student participation, movement, content)

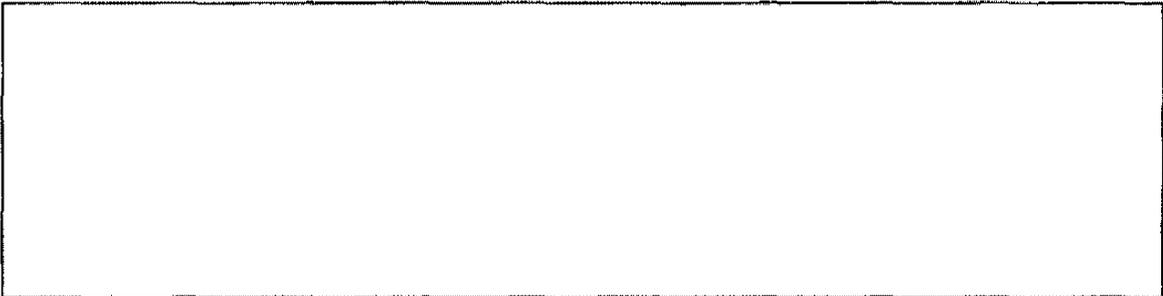
Classroom Management: (Evidence of techniques, relationships, rules, consequences)



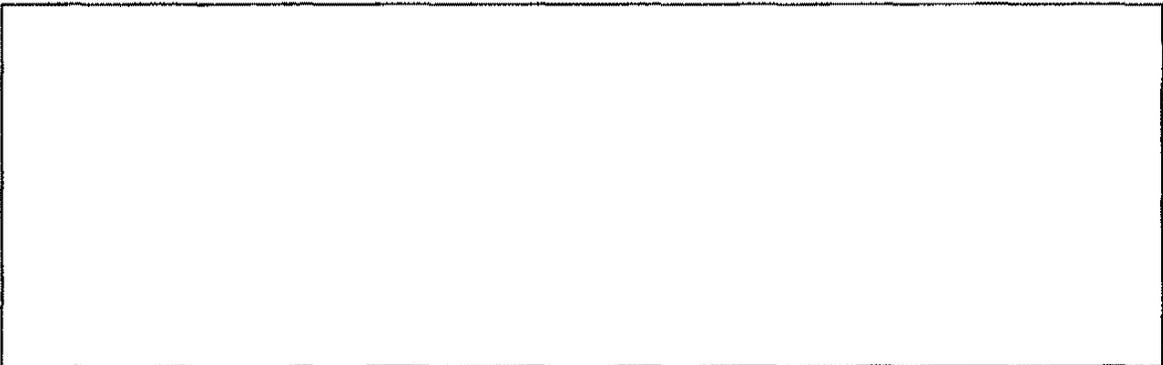
Communications: (Verbal, written, with parents, and other colleagues)



Professional Characteristics: (Maintains professionalism, punctuality, dress)



Commendations/ Concerns:



Improvement Strategies:

Additional Comments:

Comments by Teacher:

Satisfactory

Recommend for Renewal

Unsatisfactory

Recommend with Conditions
(Attachment)

Recommend for Non Renewal

Signatures: Signature indicates completion of requirement, not necessarily agreement.

Teacher: _____ **Conference Date:** _____

Administrator: _____ **ConferenceDate:** _____

Peer Observation

Teacher's Name _____

Course/Subject _____

Grade _____

School _____

District _____

Date of observation _____

Observer _____

Lesson topic _____

As you consider the classroom (including student personalities and abilities, time of the day, equipment, etc.), what challenges did the teacher face? Was the teacher effective in handling these challenges? How? What improvements could have been made?

Was the teacher successful at communicating well with all of the students, both instructionally and in typical classroom interaction? Specifically, what did you see that was handled particularly well? Did you see any communication that could have been improved, and what strategies do you suggest for better success?

During this lesson, did the teacher show a deep understanding of the content area, and was he/she able to make that knowledge clear to the students? What evidence of these areas did you observe?

In what ways, formal or informal, did the teacher assess the learning of the students? In your opinion, was the assessment done well? Explain.

Strengths shown during this lesson:

Areas in this lesson you feel could be improved:

Signatures: Signature indicates completion of requirement, not necessarily agreement.

Teacher _____ Conference Date _____

Observer _____ Conference Date _____

NORTH FORK LOCAL SCHOOLS
GUIDANCE OBSERVATION

Counselor:

Date of Observation

Academic Development:

Career Development:

Personal/Social Development:

Recommendations:

Signatures: Signature indicated completion of requirements, not necessarily agreement.

Teacher: _____ Conference Date: _____

Administrator: _____ Conference Date: _____

NORTH FORK LOCAL SCHOOLS
TECHNOLOGY OBSERVATION

Professional Development Coordinator:

Date of Observation:

Staff Professional Development:

Technology Coordinator:

Personal/Social Development:

Recommendations:

Signatures: Signature indicated completion of requirements, not necessarily agreement.

Teacher: _____ ConferenceDate: _____

Administrator: _____ ConferenceDate: _____

**NORTH FORK LOCAL SCHOOLS
PARENT COMPLAINT**

GUIDELINES AND INSTRUCTIONS FOR USE

1. Fill out the attached form indicating the nature of the incident/ complaint. Be sure to include who was involved and any information that will be helpful in solving this issue.
2. Upon completion of the form please give to the building administrator for the process of solving the complaint to begin.
3. Upon receipt of the written teacher complaint form, the building administrator will give the form to the teacher. Once the teacher has received the form, the teacher will have at least two work days to contact the parent.
4. After contacting the parent, the teacher will provide the building administrator a written summary of the outcome of the issue.
5. In the event the complaint could not be solved by direct communication between the parent and the teacher, a conference between teacher, parent, and administrator will take place. A written summary of the meeting must be kept by the building administrator.
6. If the complaint is warranted, then clear expectations for correcting the problem must be developed at the meeting.
7. If the parent is still not satisfied, the parent may arrange a conference with the superintendent. The superintendent shall make a report of said conference and provide a copy to the teacher, parent and building administrator involved.
8. If the parent is still not satisfied, the parent may request a meeting with a majority of the board in executive session. A copy of the board's recommendation shall be given to the superintendent, parent, building administrator and teacher.

If the superintendent, board, or any board member(s) receive an initial complaint from a parent about a teacher, he or she shall request that the parent follow the procedure as established. He or she shall also refer the matter to the appropriate administrator. The administration reserves the right to initiate or skip the written complaint procedures for those complaints that might warrant criminal proceedings. Verbal complaints will be accepted only in areas concerning safety issues.

CONTINUING CONTRACT REQUIREMENTS

I. LICENSING REQUIREMENT

In order to be eligible for continuing contract status, a teacher must hold either:

- A. A professional, permanent, master teacher, or life certificate

II. COURSEWORK REQUIREMENT

A. If a teacher holds a professional, permanent, or life certificate, no additional coursework is required for continuing contract eligibility.

B. If a teacher prior to January 1, 2011 holds a professional license, then he or she must also have completed additional coursework in order to be eligible. The amount of coursework varies according to the initial degree held as follows:

1. If the teacher did NOT hold a master's degree at the time he or she received his or her first teaching certificate/license, 30 semester hours of relevant coursework must have been taken since the receipt of that first teaching certificate/license;
2. If the teacher DID hold a master's degree at the time he or she received his or her first teaching certificate/license, 6 semester hours of graduate coursework must have been taken since the receipt of that first teaching certificate/license.

C. If a teacher on or after January 1, 2011 holds a professional license, then he or she must also have completed additional coursework in order to be eligible. The amount of coursework varies according to the initial degree held as follows:

1. If the teacher did NOT hold a master's degree at the time he or she received his or her first teaching certificate/license, 30 semester hours of relevant coursework must have been taken since the receipt of that first teaching certificate/license;
2. If the teacher DID hold a master's degree at the time he or she received his or her first teaching certificate/license, 6 semester hours of graduate coursework must have been taken since the receipt of that first teaching certificate/license.
3. If the teacher held an educator's license for at least seven (7) years.

III. THE SERVICE REQUIREMENT

In order for a teacher to be considered eligible for continuing contract status, he or she must serve in the district for a minimum number of years as follows:

- A. Three years (not necessarily consecutive) within the last five-year period; or
- B. Two years, if the teacher previously held a continuing contract in another Ohio school district.

IV. OTHER KEY CONCEPTS

- A. 120 actual days of service within a school year.
- B. Actual filing of license with Board may not be necessary if, prior to April 30, Board has reasonable notice from other sources that appropriate license held.
- C. License must be recognized if it will be effective by the time the next school year commences.

- D. Reference letter from the building administrator.
- E. Satisfactory evaluations.
- F. Continuing contract status exists at the start of the next fiscal school year.

SCHOOL DISTRICT, MRDD & COMMUNITY SCHOOL
EDUCATOR MISCONDUCT REPORTING FORM

Ohio Revised Code 3319.313 and 5126.253 requires public and nonpublic schools, including county MR/DD boards and community schools to report to the Superintendent of Public Instruction, the name and a factual statement of any license holder who engages in misconduct.

A. Please check the type of education entity you are:

- School District
- Educational Service Center
- Community School
- MRDD
- Other (please specify): _____

Name and Address _____

Contact Person Name and Title _____

Telephone Number () _____
Fax Number () _____
Email Address _____

B. Educator's Information:

Name _____
*S.S.N. _____
Date of Birth _____
Most Recent Position _____
Educator's Home Telephone Number () _____
Educator's Home Address _____

Thank you for providing this information. Upon receipt, the Office of Professional Conduct will review the information submitted and determine if further information is needed. If it is determined that further information is needed, the Office of Professional Conduct will contact the person that submitted this form.

Please be advised that under Revised Code 3319.314, you are required to maintain all information related to this report in the employee's personnel file. If the State Board of Education does not pursue disciplinary action against the reported employee, you are required to move all information related to this report from the employee's personnel file to a separate, public file. The Office of Professional Conduct will notify the contact person on this form if no discipline is warranted.

All information submitted to the Office of Professional Conduct is confidential and not a public record pursuant to Revised Code 3319.311.

Please fax (614-995-3752) or mail all documentation to:

Ohio Department of Education
Office of Professional Conduct
25 South Front Street
Mail Stop 104
Columbus, OH 43215
Website: www.ode.state.oh.us

If you need assistance in completing this form, please contact the Office of Professional Conduct at (614) 466-5638.

Completion and submission of this form does not relieve school employees of their statutory duty to report known or suspected child abuse to the appropriate children services or law enforcement agency.

Signature and Title
Date

Memorandum of Understanding
April 18, 2011

The North Fork Board of Education and the North Fork Education Association agree that the 2008-2011 contract, between the two aforementioned parties, change the ending time of the contract from 11:59 p.m. to 11:58 p.m. The two parties also agree to begin the 2011-2014 contract at 11:59 p.m. on June 30, 2011.

Bernard Z. Snow
BOARD PRESIDENT DATE
Scott Hank 4/18/11
SUPERINTENDENT DATE
Jack Allen Gault 4/18/11
TREASURER DATE

Chris Babb 4/18/11
NFEA PRESIDENT DATE



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

May 4, 2011

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

STATE EMPLOYMENT
RELATIONS BOARD
2011 MAY 10 A 11:29

To Whom It May Concern:

Please find enclosed the original and two copies of the final contract (effective 6/30/11 at 11:59 pm - 6/30/14) between the North Fork Education Association and the North Fork Board of Education for filing. Please return one copy file-stamped in the enclosed prepaid envelope.

Thank you for your assistance in this matter.

Sincerely,

Melodie Terman
Labor Relations Consultant

/hlm

Enclosures

