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CONTRACT

BETWEEN THE

**NORTHEASTERN LOCAL
BOARD OF EDUCATION**

AND THE

**NORTHEASTERN LOCAL
EDUCATION ASSOCIATION**

JULY 1, 2011- JUNE 30, 2015

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**ARTICLE ONE
RECOGNITION**

1.01 RECOGNITION: The Northeastern Local Board of Education, hereinafter referred to as the "Board" recognizes the Northeastern Local Education Association, hereinafter referred to as the "Association" as the sole and exclusive bargaining representatives of all full and part-time certificated personnel employed by the Board under a regular teaching contract as classroom teachers, guidance counselors, librarians, speech and hearing therapists and nurses.

1.02 EXCLUSIONS FROM BARGAINING UNIT: The bargaining unit shall exclude substitute teachers, temporary employees, non-certificated personnel, administrators and any other personnel employed to perform managerial and/or supervising duties.

**ARTICLE TWO
NEGOTIATIONS**

2.01 SCOPE OF NEGOTIATIONS:

2.011 Wages;

2.012 Hours;

2.013 Terms and conditions of employment; and

2.014 The continuation, modification and/or deletion of an existing provision of the collective bargaining agreement.

2.02 SUBMISSION OF ISSUES: Issues proposed for negotiating shall be submitted in writing by the Association President to the Superintendent and by the Superintendent to the Association President before November 30 of any year. A mutually convenient meeting shall be scheduled no later than December 15, unless the parties agree to a time change. Ten (10) days prior, both parties shall submit the list of all items to be considered for negotiations at the first meeting. After the first meeting, no further items may be submitted without mutual consent of both parties.

2.03 NEGOTIATION TEAMS: The Board and the Association shall be represented at all meetings by a team of negotiators, not to exceed four (4) members each. All negotiations shall be conducted exclusively between said teams. No other spectators shall be permitted admittance except upon the approval of both teams.

2.04 NEGOTIATION MEETINGS: The negotiation team shall meet at such mutually agreed upon places and time for the purpose of affecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach a mutual understanding and agreement. Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period to caucus. The period of time shall be a maximum of thirty (30) minutes unless agreed otherwise.

2.05 EXCHANGE OF INFORMATION: Upon reasonable request, both negotiating teams shall exchange all available information pertinent to the issues under negotiation.

2.06 CONSULTANTS: Professional and/or lay consultants may be used by either party to assist in obtaining information pertinent to the issues under consideration. The expenses shall be born by the inviting group unless agreed otherwise.

2.07 PROGRESS REPORTS: Only with the prior approval of both parties may periodic progress reports be issued to the public.

2.08 AGREEMENT: When an agreement is reached on the issues being negotiated, the agreement shall be reduced to writing. Such agreement shall be submitted to the Association's Membership for ratification. The Association shall notify the chief spokes person for the Board of the Association's action.

2.081 BOARD TO ACT UPON AGREEMENT AFTER ASSOCIATION VOTE: Upon ratification by the Association, the Board shall take action at the next Board meeting. If the agreement is adopted by the parties, it shall be signed by the respective representatives.

2.09 DISAGREEMENT:

2.091 MEDIATION: In the event an agreement is not reached within sixty (60) days of the initial bargaining session or upon declaration of either party, an impasse may be called unless an extension of the sixty (60) days is mutually agreeable. A joint written request shall be made to the Federal Mediation and Conciliation Service (FMCS) to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to both parties. There shall be at least three (3) sessions with the mediator prior to the declaration of the right to strike by the Associations set forth in ORC 4117.

**ARTICLE THREE
GRIEVANCE PROCEDURE**

3.01 INTRODUCTION: The Board, the administration and the Association have a mutual concern which recognizes that a well conceived procedure for grievance adjudication which will resolve the dissatisfactions and redress the legitimate grievance of staff members is essential to the efficient and harmonious operation of the school district. The purpose of this procedure shall be to secure, at the lowest possible administrative level, prompt, impartial and equitable solutions to grievances that may from time to time arise. A numbering system will indicate the school year and chronological number of the grievance filed for that particular year.

3.02 DEFINITIONS:

3.021 GRIEVANCE: A "grievance" shall mean a complaint by a teacher(s) that there has been a violation or inequitable interpretation or application of one or more of the provisions of a contract, or that the teacher(s) has been treated inequitably by an act or condition contrary to established school board policy, practice governing or affecting employees.

3.022 AGGRIEVED PERSON OR GRIEVANT: An "aggrieved person" or "grievant" is the person(s) making the complaint.

3.023 PARTY IN INTEREST: A "party in interest" is the person(s) making the complaint and any person who might be required to take action or against whom action might be taken to resolve the complaint.

3.024 DAYS: The term "days" when used in this document shall mean working days unless otherwise indicated. Thus, weekend and vacation days are excluded.

3.03 INITIATION AND PROCESSING: A grievance must be filed within thirty (30) days of the act or condition which caused the grievance or when the grievant should have known of the act or condition

3.04 GRIEVANCE LEVELS:

3.041 LEVEL ONE (INFORMAL—PRINCIPAL OR IMMEDIATE SUPERVISOR): A teacher with a grievance will first discuss it with his/her principal or immediate supervisor with the objective of resolving the matter informally. In this meeting the grievant may, at his/her discretion, be accompanied by a representative of the Association.

3.042 LEVEL TWO (FORMAL-PRINCIPAL): A teacher with an alleged grievance, which has not been resolved informally, shall first put the complaint in writing, present it to his/her principal within ten (10) days following the meeting at Level One, and then both shall discuss the complaint with the objective of resolving the matter. In this meeting the grievant may, at his/her discretion, be accompanied by a representative of the Association. This meeting must take place within ten (10) days of the receipt of the teacher's written complaint. Within ten (10) days after the meeting, the principal must respond in writing to the grievant and the Association representative, if the representative-participated in the Level Two meeting.

3.043 LEVEL THREE (FORMAL—SUPERINTENDENT): Within ten (10) days of receipt by the grievant of the decision rendered by the principal, such decision may be appealed by the Association to the Superintendent, at the request of the grievant. The appeal shall include:

3.0431 A copy of the decision.

3.0432 The grounds for appeal and:

3.0433 The names of all persons officially present at the hearing.

3.0434 Each person officially present at the hearing shall receive a copy of the appeal.

3.0435 The appeal shall be heard by the Superintendent within ten (10) days of its receipt by him/her at a time and place mutually agreed to by the grievant or grievants and the Superintendent or his designee. Two (2) days prior to the hearing, written notice of the time and place shall be given to the grievant, his/her representative if any, the Association, and any administrator who has previously been involved in the grievance.

3.0436 Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the hearing his/her written decision, including supporting reasons. A copy of the decision shall be sent to the Association.

3.044 LEVEL FOUR (FORMAL-BOARD): A grievance dispute which is not resolved at the level of the Superintendent under the grievance procedure set forth shall be placed upon the agenda of the next regular meeting of the Board if requested in writing by the Association within ten (10) days of the answer of the Superintendent. The aggrieved person shall have the right to be represented at the board meeting by the Association. The Board shall act upon the appeal within ten (10) days.

3.045 LEVEL FIVE (ARBITRATION):

3.0451 AUTHORITY FOR SUBMISSION TO ARBITRATION: A grievance dispute which is not resolved at the level of the Board under the grievance procedure set forth above may be submitted by the Association to an arbitrator for decision.

3.0452 TIME-LINE FOR SUBMISSION: The Association may, within ten (10) days after the answer of the Board, notify the Superintendent of its intent to submit the grievance to arbitration by the American Arbitration Association. The Association and the Superintendent shall select an arbitrator in accordance with the voluntary rules of the American Arbitration Association.

3.0453 SELECTION OF ARBITRATOR: The arbitrator shall be selected as follows: The Association shall, within ten (10) days after 3.0452, request the American Arbitration Association to submit a list of arbitrators according to the voluntary rules and regulations established by the American Arbitration Association.

3.0454 AUTHORITY OF ARBITRATOR: The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision in keeping with the normal procedures of the American Arbitration Association. The arbitrator's decision shall be in writing and shall be advisory only. The Board shall act upon the arbitrator's recommendation within fifteen (15) working days.

3.0455 COSTS: Cost incurred by the arbitrator shall be shared equally by the Association and the Board.

3.05 CONFIDENTIALITY: Both parties agree that the grievance proceedings should be kept confidential at all levels of the procedure.

3.06 NO REPRISALS: No reprisals of any kind shall be taken by either party or by any member of the Administration against any party in interest, any school representative, or any other participant in the grievance procedure by reason of such participation.

3.07 TIME LIMITS: In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures; however, the time limits may be extended by mutual agreement of both parties.

3.08 FAILURE TO MEET TIME-LINES: Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step unless stated otherwise by the grievant and/or the Association.

3.09 REPRESENTATION: The Association will process all grievances entered at Level Two or above at the request of the grievant. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement or existing teacher personnel policies, and that the Association has been given the opportunity to be present, if necessary, at such adjustment beginning at Level Two. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing.

3.10 ASSOCIATION CONSENT: No grievance may be submitted to arbitration without the consent of the Association.

3.11 SHARING OF INFORMATION: The Board and the Administration will cooperate with the Association in its investigation of any grievance, and will mutually furnish each other with such information as is relevant for the processing of any grievance.

3.12 PROCESSING OF GRIEVANCES: It will be the practice of all parties in interest to process grievances after the regular work day has ended or at other times which do not interfere with assigned duties. However, upon mutual agreement among the grievant, the Association, and the Board that proceedings should be held during regular working hours, the grievant and the appropriate Association representative will be released from assigned duties.

3.13 GROUP OR CLASS GRIEVANCE: If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance may commence at Level Three.

ARTICLE FOUR ASSOCIATION RIGHTS

4.01 EXCLUSIVE RIGHTS: Rights and privileges shall be exclusively granted to the Association as the sole and exclusive bargaining agent.

4.02 USE OF SCHOOL BUILDINGS AND EQUIPMENT: The Board and the administration will cooperate with the recognized teacher association in the use of school buildings and equipment providing such use does not interfere with regular school activities and is in accordance with the provisions of the Board's policy on use of buildings and facilities for school-associated groups.

4.03 DISTRIBUTION OF MATERIALS: Materials to members from the Association may be distributed to the members in the following way: copies may be sent to the Central office, properly packaged for individual schools, and they may be sent out in the school mail for placement in the members' mailbox. Placing in the building is to be done by the Association's Building Representative.

4.04 ACCESS: The Association shall have the right to have its agents and officers contact teachers during the regular school day. Said contacts shall not interrupt instructional time of teachers.

4.05 PROVISION OF DOCUMENTS: The Board and Administration shall cooperate with the Association in providing documents, data and/or information which assists the Association in developing accurate, informed and informational materials for teachers or for the Association's use.

4.051 All releases of the above shall be done in accordance with state and federal law.

4.052 During the negotiations period, reasonable requests for information pertinent to the issues under negotiations shall be furnished at a charge of ten (10) cents per copy, other times according to Board policy.

4.06 ATTENDANCE AT PROFESSIONAL MEETINGS: The Board shall grant the President of the Association and/or his/her designees up to twenty two (22) days, or the equivalent, of professional leave per school year to attend necessary professional meetings outside the school district. The standard procedures for professional leave will be used.

4.061 Additional leave may be granted to the above persons upon request and with the approval of the Superintendent, provided the Association shall reimburse the Board for the cost of substitute teachers necessitated by the granting of such additional professional leave.

4.062 All requests must be made sufficiently in advance of the leave in order that the respective building principals have at least twenty-four (24) hours notice.

4.07 ASSOCIATION MEMBERSHIP: There shall be no reprisals taken by the Board or the administration against any teacher by reason of membership in the recognized teachers' association

4.08 COMMUNICATIONS: The Board and the Administration will cooperate with the Association in matters of communication utilizing the existing school channels so long as it does not disrupt the normal operation of the school system. As soon as possible in each school year, a Liaison Committee shall be formed in each school center. Three (3) teachers and the principal shall form the committee. Meetings shall be called by any of the three teacher members or the principal. The purpose of the committee is to enhance building communications.

4.09 DUES:

4.091 PROFESSIONAL DUES: The Board agrees to payroll deduction for payment of membership dues in professional associations. Teacher authorization shall be required in writing. The Treasurer to the Board and the Treasurer of the Association shall cooperate in setting up the proper bookkeeping arrangement by which the various organizations shall receive monies due them as quickly as possible.

4.092 UNIFIED DUES: The Board agrees to pay one hundred and fifty (\$150.00) per year towards membership dues in the recognized professional association for those faculty members who wish to join, beginning with the 1984-85 school year. The Treasurer of the Board and the Treasurer of the Association shall cooperate in setting up the proper bookkeeping arrangements. Upon receiving the membership forms for those wishing to join, the Board Treasurer shall pay the one hundred and fifty (\$150.00) dollars and the faculty member's share shall be deducted over the remaining payrolls in that contractual year.

4.10 RELEASE TIME FOR THE ASSOCIATION PRESIDENT: The Association President will not be assigned to any non-teaching duties (i.e. lunch duty, recess duty, homeroom) during his or her tenure as president. This release time is provided to attend to both district and Association matters.

4.11 The Association will be provided with thirty (30) minutes to introduce the Contract to newly hired members of the bargaining unit during new staff orientation in August of each year. The Association shall be responsible for printing copies of the Contract and the cost(s) of materials necessary for its production shall be shared by the parties.

ARTICLE FIVE MANAGEMENT RIGHTS

5.01 AUTHORITY: The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law.

5.02 LIMITATIONS: The exercise of these powers, rights, authority-, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement.

**ARTICLE SIX
WORKING CONDITIONS**

6.01 PERSONNEL FILE

6.011 RIGHT TO REVIEW: The teacher shall have the right to review his or her personnel folder in the office of the Superintendent. Additionally, the teacher has the right to view all contents of the personnel file pertaining to all areas of his or her employment except that of recommendations leading to his or her initial employment. Arrangements for the review conference shall be made by the teacher with the Superintendent or his designee at a mutually agreed upon time. All information regarding a bargaining unit member shall be included in one centrally located personnel file. The current year's evaluation and related paperwork may remain in the file of the building administrator until May 1. The administrator may then retain a copy of the evaluation and related paperwork in his/her administrative files. New information shall be placed in said personnel file in a timely manner.

6.012 PLACEMENT OF MATERIAL IN FILE: Information placed in the member's personnel file shall include the initials of the member and the administrator placing the material in the file, with the date of examination by the member and the date the material was placed in the file. Before anything is placed in a member's file, said member has the right to see and rebut in writing the addition.

6.013 RIGHT TO REBUTTAL: If the teacher finds materials in the personnel folder which he/she feels are detrimental, he or she may file an explanatory or a rebuttal memorandum which will be attached to the material in question.

6.014 REMOVAL OF INFORMATION: Information in the personnel file may be removed, upon mutual agreement of the teacher and the administrator making the entry or the Superintendent or designee.

6.015 NO ANONYMOUS LETTERS OR MATERIAL: Anonymous letters or material shall not be placed in a member's file, nor shall they be a matter of record.

6.016 TEACHER SIGNATURE OR INITIAL: Material to be placed in the personnel folder should be signed or initialed by the teacher. If the teacher refuses to sign or initial such material this shall be duly noted on said material and signed by a witness.

6.017 SCHOOL PERSONNEL ACCESS TO FILE: School personnel who shall have immediate access to a member's personnel file shall be limited to the Superintendent, assistant superintendents, other administrators, Board, treasurer, and payroll clerk, who are directly involved in either the supervision of the member(s), or an employment decision concerning the member.

6.018 PUBLIC ACCESS TO FILE: Individuals, other than those identified in the preceding paragraph, wishing to review personnel records shall:

6.0181 Request access to a specific file at least twenty-four (24) hours in advance. A copy of the request shall be emailed to the teacher as soon as possible.

6.0182 Be eighteen (18) years of age or older.

6.0183 Review the records in the presence of the administrators designated to maintain such records.

6.0184 Make no alterations or additions to the record nor remove any materials there from.

6.0185 A log shall be maintained of who has viewed the files.

6.0186 Personnel records shall be available for public review except for matters which are exempted by law as set forth in O. R.C. 149.43 (A)

6.01861 Confidential law enforcement investigatory records.

6.01862 Medical records.

6.01863 Trial preparation records.

6.01864 Any other records the release of which is prohibited by state or federal law.

6.019 LETTERS OF MERIT: The member may submit letters of merit which shall be placed in his/her personnel file.

6.020 RIGHT TO GRIEVE: Any materials entered into a member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If it is found to lack in any of the aforementioned, it shall be removed from the member's file.

6.021 REPRIMAND REMOVAL: Refer to 7.0761

6.022 COPY OF FILE MATERIAL: A teacher will be entitled to a copy of any material except that of recommendations leading to initial employment upon request.

6.03 COMPLAINT PROCEDURE:

6.031 COMPLAINT PRINCIPLE: The Association and the Board recognize that situations may arise in the operation of the school system which are of concern to parents or the public. Such concerns are best dealt with through communication with the appropriate staff members and administrators.

6.0311 Every effort should be taken to establish contact between the teacher, pupil, parent and principal to deal with concerns on an informal basis.

6.0312 The Board should refer concerns, questions and complaints to the appropriate administrative level for resolution.

6.0313 The following guidelines will be followed by persons with concerns, questions or complaints.

6.032 INFORMAL:

6.0321 CONFERENCE: Every effort should be taken to establish contact (conference) between the member, pupil, parent, and principal before using the more formal approach listed below.

6.0322 WRITTEN COMPLAINT: The complaint should be presented to the certificated staff member in writing within three (3) days from the date of the alleged infraction. If not, the complaint may be ruled null and void. The administrator has complete discretion in handling this matter.

6.033 FORMAL: The administration will make every effort to adhere to the following procedure in resolving parental complaints:

6.0331 PRINCIPAL LEVEL: If the conference above does not lead to an understanding and/or resolution of the problem, the complainant may pursue further action by requesting a meeting involving the member, the principal, and the complainant arranged at a mutually convenient time to discuss the complaint.

6.0332 SUPERINTENDENT LEVEL: If the complaint remains unresolved, it may be appealed by the complaining party to the Superintendent.

6.0333 BOARD LEVEL: If the complaint remains unresolved at the above level, 6.0332, the complaining party may appeal to the Board.

6.034 REPRESENTATION: In each of the steps mentioned above, a member may request and be accompanied by an Association Representative.

6.04 TEACHER'S DAY:

6.041 TEACHER WORK DAY: The starting and dismissal times for students may vary from building to building provided, however, the length of the teachers' work day does not exceed seven and one-half (7 1/2) hours and the time for students is within the statutes set forth by the State of Ohio.

6.042 BUILDING MEETING SCHEDULE: Early in the school year the teachers and building administrators shall work together in establishing regularly scheduled days and times for building and/or center teachers' meetings, and teachers shall reserve these days and times. The building administrators reserve the right to call emergency meetings when conditions warrant.

6.043 NON-STUDENT CONTACT TIME: Every certificated employee working the normally scheduled seven and one-half (7-1/2) hour school day shall be entitled to at least ninety (90) minutes per day exclusive of travel time and change of class time or four hundred fifty (450) minutes per week at intermediate and high school and ninety-five (95) minutes per day exclusive of travel time and change of class time or four hundred and seventy five (475) minutes per week at elementary grades of non-student contact time for the purpose of receiving non-student contact time.

6.0431 DUTY-FREE LUNCH: At least a one-half (1 /2) hour daily lunch time as provided by law. At such scheduled time he or she shall not be responsible for any duties relating to students.

6.0432 PREPARATION PERIOD: At least one (1) preparation period per day equal in length to one regular class period. Conferences with parents during preparation periods shall be scheduled only with approval of the teacher.

6.0433 ADDITIONAL TIME: Additional time is to be used at the employees' discretion for additional preparation, student intervention, or for parent conferences. Up to an average of 45 minutes per week of non-student contact time may be used by the administration for meetings under the guidelines of paragraph 6.042 of this Section.

6.044 MAXIMUM CLASSES, GRADES 7-12: There will be no more than six (6) classes 330 minutes, whichever is greater, taught per day by a certificated staff member of grades 7-12.

6.045 NOTIFICATION OF CHANGE IN TEACHER/STUDENT DAY: Every effort will be made to give a forty-eight (48) hour notice of any change in the normal teacher/student day.

6.046 DISTRIBUTION OF STUDENTS: Every effort shall be made to equally distribute students among teachers with the same teaching assignment within the same building.

6.047 PART TIME TEACHERS: Every effort will be made to make part time teacher's contracts consistent with a full time teacher's contract.

6.048 CONVERSION OF EMPLOYMENT OF PART TIME EMPLOYEES: Reasonable effort shall be made to convert part-time certificated staff into full time status if said staff member so desires and has been employed in the district for three (3) or more years.

6.05 CONTRACT YEAR: The school year shall be one hundred and eighty-four (184) days.

6.051 USE OF ONE HUNDRED AND EIGHTY FOURTH (184TH) DAY: The one hundred and eighty fourth (184th) day is provided to be used cooperatively between building principals and teachers. Examples of some of the uses: work in the building before school starts in August; staff decided to have an in-service 4-6 p.m.; after school; work during a Saturday or holiday; and other uses. Time shall accumulate over the year to the equivalent of seven (7) hours or seven and one-half (7 1/2) hours with one (1) thirty (30) minute lunch period. The responsibility of the teacher is to notify the principal of time spent and the principal's responsibility is to document hours spent by each teacher.

6.052 PARENT-TEACHER CONFERENCES: Parent-teacher conferences, not to exceed two (2) days per year, shall be scheduled. Times shall be selected by majority vote of the faculty of each school and with the approval of the school principal.

6.053 KINDERGARTEN PARENT-TEACHER CONFERENCES: Kindergarten teachers who have both a morning and afternoon session shall be given three (3) days for conferences and the third day is to be used in conjunction with the regularly scheduled fall conference. The third conference day, students will be in session and a substitute teacher will be provided.

6.054 IN-SERVICE AND WORKDAYS: The first two (2) days of each year shall be designated as in-service days. Building administrators shall show a sensitivity to the teachers' need for classroom preparations as they schedule their meetings and in-service. The last day shall be designated as a workday.

6.06 SCHOOL CALENDAR: Between September 1 and November 30 the Association President shall arrange a meeting with the Local Superintendent to communicate input from the Association regarding the next school year's calendar.

6.07 TEACHERS' SUPPLIES: It shall be the responsibility of each principal to explain to his/her staff all the channels that exist in terms of school resources and teachers' supplies. This communication shall take place at the building meeting when budgetary concerns are discussed with the staff for the next school year. Staff members may express their budgetary concerns at staff meetings.

6.08 LESSON PLANS: Lesson plans shall meet the minimum requirements established by the State Department of Education and the Northeastern Local Lesson Plan Committee. Upon review and approval by the Superintendent and the Executive Committee of the Association the recommendations of the Lesson Plan committee will be accepted.

6.081 MAKE UP OF COMMITTEE: The Committee shall be comprised of up to six (6) members appointed by the Association and up to six (6) members appointed by the Superintendent. The Committee shall annually (prior to May 1) review lesson plan requirements upon the request of either party.

6.082 LESSON PLANS AVAILABILITY: The instructional staff shall prepare daily lesson plans which shall be available at the teacher's desk for review by the building administrator. Upon request, an instructional staff member will have a copy of his/her lesson plans available at his/her desk for administrative review.

6.09 INFORMAL SUBSTITUTES: In all cases of employee absence of one-half (1/2) days or more, the Principal or his/her designee shall make a reasonable effort to secure the necessary substitute.

6.091 INAPPROPRIATE REQUESTS NOT TO BE MADE BY PRINCIPALS: Only when a qualified substitute is not available or an emergency arises during the school days will other employees be assigned by the Principal or his/her designee to cover the classes of an absent teacher. No staff member shall be asked by an administrator to informally substitute an inappropriate number of times.

6.092 COMPENSATION FOR COVERING FOR AN ABSENT TEACHER

6.0921 COMPENSATION FOR COVERING FOR AN ABSENT TEACHER'S CLASS: If no substitute is available for the entire day, any staff member covering duties or assignments for the absent teacher at the request of an administrator shall be compensated according to the current hourly rate of a substitute for any planning time, discretionary time or lunch time lost.

6.0922 COMPENSATION FOR COVERING AN ABSENT TEACHER'S CLASSES: If no substitute is available for the entire day and the staff member is asked by an administrator to cover for an absent teacher for the majority of the student day, such teacher will be paid at the current hourly rate of a substitute.

6.093 REIMBURSEMENT SCHEDULE: The building administrator will initial any such time as set forth in 6.0921 and 6.0922 above and will turn the time in to the Treasurer's office at the end of each semester.

6.10 SPECIAL TEACHERS: Substitute teachers shall be provided, if available from the approved sub list, for "special area" teachers who are absent. Teachers included in this category are: special education, art, music, band, physical education, foreign language, home economics, and industrial arts.

6.11 AIDES: The Board will provide, in a timely manner, needed support services for teachers who are assigned physically disabled students so that there is no appreciable increase in teacher work load.

6.12 CLASS SIZE: The Board and the Association mutually recognize that class size is an essential component for maximizing learning. Every effort will be made to review individual situations to alleviate hardships which could detract from the classroom environment and teaching effectiveness and to maintain current class sizes.

6.121 CLASS SIZE AS AFFECTED BY INCLUSION: Every effort will be made to give preferential scheduling and class size accommodations to classes with “inclusion” students. An Inclusion student shall be defined as a student identified with a disability who, as part of the student’s IEP, participates in regular education classes through the course of the school day.

6.122 IEP CONFERENCES AND INTERVENTION ASSISTANCE TEAM MEETINGS: The Board of Education understands that time is a very valuable commodity. As a result, all Special Education and IEP meetings that include regular education teachers are to be scheduled as closely as possible to the regular school day.

6.13 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

6.131 PURPOSE: A local professional development committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities. The LPDC shall review and be knowledgeable of the entry year program as established by the District and teachers in accordance with Ohio Revised Code and the Rules and Regulations as established by the Ohio Department of Education.

6.132 TEACHER/ADMINISTRATOR INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN: The LPDC shall be responsible for the design of the process for submitting an individual professional development plan for license renewal or upgrade. The plan shall be based on the needs of the educator, the students, the school, and the school district.

6.133 LPDC STRUCTURE: The LPDC shall be comprised of five (5) classroom teachers (one from each campus, if possible) selected by the Association and four (4) administrators of the district to be selected by the Board, upon the recommendation of the Superintendent. The chairperson and the vice-chairperson of the LPDC shall be a class room teacher. Teacher shall mean any employee covered in the recognition clause of the Agreement between the Parties.

6.134 LENGTH OF TERMS OF LPDC MEMBERS: Teacher members shall serve terms three (3) years on a staggered basis as determined by the Association. A teacher member may succeed himself/herself if so appointed in accordance with section 6.133 above. In the event a LPDC member transfers to a new building, the Association reserves the right to terminate and/or replace the LPDC member.

6.135 REEVALUATION OF STRUCTURE AND SELECTION PROCESS: The Association and the Board agree to reevaluate the structure of the LPDC, the selection of LPDC members, and terms of LPDC as needed. The Association President and the Superintendent will annually review the adequacy of the budget allocations of nine thousand (\$9,000) dollars for the LPDC at the end of each school year.

6.136 LPDC OPERATING PROCEDURES: Members of the LPDC shall select the chairperson, vice-chairperson and secretary at the first meeting. Additionally, - LPDC members shall determine it's operating procedures and meeting schedule by consensus. Meetings shall be held, when possible, to keep district costs at a minimum. Where consensus is not possible a vote of fifty-five (55) percent of the full membership of the LPDC shall be required for action.

6.137 APPEALS PROCESS : The LPDC will establish the procedures to achieve the following appeal process:

6.1371 RECONSIDERATION: If an educator disagrees with an LPDC's decision, the educator should be given the opportunity to meet with the LPDC in person to discuss his/her IPDP and to discuss his/her case.

6.1372 THIRD PARTY REVIEW: If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party should review the decision.

6.13721 REVIEW PANEL FORMATION: A review panel will be appointed to review the educator's IPDP. This panel will consist of certified or licensed members of the Association. One licensed educator selected by the LPDC; one licensed educator selected by the educator; and one licensed educator agreed upon by the above two (2).

6.13722 REVIEW PANEL FUNCTION: The review panel shall review and be knowledgeable of the entry year program as established by the District and teachers in accordance with Ohio Revised Code and the Rules and Regulations as established by the Ohio Department of Education. These three (3) individuals then function as a panel to review the LPDC decision and either uphold or overturn it. The reconsideration shall be based on the needs of the educator, the students, the school and the school district.

6.13723 CONFIDENTIALITY: All members of the LPDC and the LPDC appeals committee shall keep confidential all discussion, actions, material and other information as related to the duties of the Committee.

6.14 STATE MANDATED DIAGNOSTIC TESTING: Recognizing that the state mandated diagnostic testing will impact classroom management and instruction, the board will continue to work with classroom teachers to minimize this impact.

6.15 PROGRESS BOOK: The Superintendent shall consult the Association President prior to any intended implementation of features of the Progress Book.

6.151 Progress Book minimum expectations currently in effect (entering of grades in a timely fashion and posting grades for parental access) will be the only expectations implemented for the life of this contract without the consent of the Association. This sub-article (6.151) expires at the end of this contract (6-30-2010).

6.16 INCLUSION: An Inclusion student shall be defined as a student identified with a disability who, as part of the student's IEP, participates in regular education classes through the course of the school day. Each individual child's IEP team shall determine the educational goals and placement of the child. The composition of each IEP team shall be determined by the Administrative staff.

6.161 Any teacher with assigned responsibility for providing educational services to a child under an IEP will be given reasonable advance notice, if practical.

6.162 It is mutually recognized that regular classroom teachers are not normally expected to administer medication to students, perform invasive medical procedures, assist students in taking care of bodily needs, or physically lift students. However, regular classroom teachers who are assigned special need students may receive training for emergency procedures unique to individually assigned students to their classrooms, and will be required to provide such services in emergency situations. In all cases, a member who in good faith engages in such activities will be considered to be acting in accordance with Board policy with the full and complete material support of the Board.

ARTICLE SEVEN EMPLOYMENT PRACTICES

7.01 VACANCIES: A vacancy is any position which occurs within the bargaining unit.

7.011 CONTENT OF POSTING NOTICE: Notice of all new positions or vacancies, including supplemental, will be posted in each building during the school year as soon as the position becomes officially open. The postings will include:

7.0111 Position available;

7.0112 Requirements for the position;

7.0113 Deadline for application;

7.0114 Effective starting date; and,

7.0115 Date of posting.

7.012 POSTING PERIOD: Posting shall be for ten (10) working days from the date of posting.

7.013 POSTING DURING SCHOOL RECESS: Except as noted below, written notice of any employment opening and/or vacancy that occurs during a school recess will be; posted in the central office; enclosed with any employee paycheck that occurs during the recess, for any employee that so requests (if paycheck is mailed during the posting timeline). Efforts will be made to post openings/vacancies on the district web page and/or mass e-mailings.

7.014 POSTING DURING JUNE, JULY AND AUGUST: During the months of June, July and August, the following procedure shall be followed:

7.0141 At any time employees may request in writing consideration for openings or positions for which they are certified or expect to be certificated for the following year.

7.0142 When an opening occurs the Superintendent shall attempt to notify those who have requested notification of such opening.

7.0143 Those notified have three (3) days from posting to declare interest in the open position.

7.015 ADMINISTRATIVE POSTING: The Superintendent shall post all administrative vacancies. Bargaining unit members are encouraged to communicate in writing their interest in administrative vacancies. Flexibility is afforded the Superintendent in the wording of the Administrative posting.

7.02 VOLUNTARY TRANSFERS:

7.021 VOLUNTARY TRANSFER DEFINED: A voluntary transfer is defined as a staff member initiating the request to be moved to a different position due to the occurrence of a vacancy.

7.022 REQUEST FOR TRANSFER: A teacher desiring a transfer from one building to another, or to another position in the same school building, shall submit such a request in writing to the building principal of the building in which he is presently employed and to the Superintendent prior to April 20. The Superintendent shall also consider requests submitted after April 20 when circumstances arise after that date which affect a request for transfer.

7.023 SENIORITY DEFINED: Seniority is defined as continuous years of service within the district. Approved leaves of absences or suspensions of contracts shall not be considered as interrupting continuous service.

7.024 BARGAINING, UNIT PREFERENCE: In the event of a vacancy within the bargaining unit, present bargaining unit members shall first be considered for the position.

7.025 CRITERIA FOR DETERMINING QUALIFICATIONS: The following criteria shall be used in determining the qualifications of a present staff member:

7.0251 Certification;

7.0252 Years of service in the sought after position/area;

7.0253 Academic preparation including college course work;

7.0254 Evaluations within the last three (3) years;

7.0255 Interview by administrator(s); and,

7.0256 Awards/recognition for excellence in teaching

7.0257 Highly qualified teaching status

7.026 DENIAL OF TRANSFER: Bargaining unit members shall be considered first for any vacancies. In the event a principal intends to deny a transfer request, the Superintendent shall review the recommendation of the principal.

7.027 WRITTEN REASONS FOR REJECTION: Upon request, any staff member who has been rejected for a position shall receive written reasons as to why the chosen person received the position.

7.028 SENIORITY LIST: Upon request from the Association President, the administration shall issue a seniority list to the President within twenty (20) days from the date of the request. The list shall include the name, present position, the year and date of hire, and the certification areas of each member of the bargaining unit. If there is a dispute, the staff member may request a meeting with administration to resolve the differences, and may be accompanied by association representation.

7.03 INVOLUNTARY TRANSFERS:

7.031 INVOLUNTARY TRANSFER DEFINED: An involuntary transfer involves a staff member being moved to a different school within the school district at the request of the administration.

7.032 ORDER OF INVOLUNTARY TRANSFER: Any proposed involuntary transfer shall be preceded by a review and polling of all qualified staff members to determine if said transfer can be accomplished by voluntary transfer. Following the review, if involuntary transfers are needed, said transfers shall be effected by a review of certification and least seniority.

7.033 PREFERENCE FOR SUBSEQUENT VACANCIES: Bargaining unit members who have been involuntarily transferred shall be given preferential consideration when additional positions for which they are qualified come available. Such requirements for preferential consideration shall terminate on the second anniversary of the beginning of the performance of service following the transfer or open refusal of transfer back to the original school.

7.034 NOTIFICATION OF INVOLUNTARY TRANSFER: The administration shall give the affected teacher as much notification as possible prior to the transfer.

7.04 ROOM ASSIGNMENT, GRADE LEVEL ASSIGNMENT, SUBJECT ASSIGNMENTS: Efforts should be made to avoid changes in room, grade level and/or subject assignments. When changes must be made the bargaining unit member is to be involved in discussion leading to the decision to make such change. Proper assistance in making changes is to be provided by the administration.

7.041 NOTIFICATION OF ASSIGNMENT CHANGES: Building principals will report yearly in September each incidence of a teacher who has made a room, grade level and/or majority change of teaching assignment. This information shall be collected and available to both administration and the association. This data will be used for future negotiations.

7.042 RELEASE TIME FOR TRANSFER: Bargaining unit members transferred during the school year shall be given two (2) release days to prepare for the move.

7.043 PAYMENT FOR TRANSFER: In the event a bargaining unit member is subjected to a transfer for the next school year, said unit member shall be entitled to a grant of one hundred fifty (\$150.00) dollars to be paid at the next appropriate pay.

7.044 TRANSFER BASED ON DECLINING ENROLLMENT: In the event an involuntary assignment of a staff member, being moved solely due to declining enrollment in a particular grade level or subject area, said transfer shall be made according to least seniority in area of licensure.

7.05 TEACHER ASSIGNMENTS:

7.051 NEWLY-EMPLOYED PERSONNEL: The Superintendent shall assign all newly-employed personnel to their specific positions, which positions shall be within the subject area/grade level for which the employee is qualified. The teachers shall be given notification of his or her assignment and building as soon as possible.

7.052 PRESENTLY-EMPLOYED PERSONNEL: All teachers not newly employed in the district shall be given notice of their classes, subject, or grade levels and room assignments for the forthcoming year not later than June 1.

7.0521 ASSIGNMENT CHANGES AFTER JUNE 1: In the event that changes in assignments are proposed after June 1, the teachers involved shall be notified immediately of this occurrence in writing and it shall be their responsibility to notify the Association. Upon written request, within ten (10) days, of a teacher or teachers, the changes shall be reviewed promptly by the Superintendent or his representative, with the teacher or teachers affected, who may have the option to have a representative of the Association present. Should a disagreement arise as to the desirability of, or the need for such changes, the disagreement shall be subject to the grievance procedure.

7.053 TEACHERS ASSIGNED TO MORE THAN ONE BUILDING: Schedules shall be arranged so that teachers assigned to more than one building shall not be required to engage in unreasonable amounts of travel. Adequate time shall be provided in the schedule for travel between buildings.

7.054 REIMBURSEMENT FOR USE OF PERSONAL VEHICLE: Teachers who use their personal automobile for travel as assigned in the schedule shall be reimbursed at the then current mileage rate established by the IRS, excluding travel to their first location from home and travel from their last daily-assigned location to home.

7.06 INDIVIDUAL AND SUPPLEMENTAL CONTRACTS: The Board shall provide each teacher a written base contract, and where applicable, a supplemental contract. Such contracts shall be in accordance with the Ohio Revised Code and the contracted agreement, and shall include the following items:

7.061 Name and address;

7.062 Type of contract.;

7.063 Length of contract,.

7.064 Salary schedule class and step and/or hourly rate;

7.065 Annual salary;

7.066 Number of pay periods per year;

7.067 Employee hereby agrees to fulfill the assigned duties in Northeastern Local Schools;

7.068 Employee further agrees to abide by and maintain the rules and regulations adopted by the Board; and,

7.069 Employees agree to work the number of school days as provided in the contracted agreement.

7.07 PROGRESSIVE REPRIMAND PROCEDURE: It shall be the goal of the administration to issue reprimands only as a last resort. If, however, a reprimand is necessary, the basic concepts of just cause, privacy, and due process shall be maintained at each level of any reprimand. Reprimands must be handled in a professional manner.

7.071 DUE PROCESS AND JUST CAUSE: Reprimands shall be progressive in nature when appropriate. If a staff member is charged with a violation which would be initiated at a higher level, due process and just cause shall be afforded the staff member. Only violations deemed of a serious nature by the Superintendent or Assistant Superintendent shall be initiated at a higher level.

7.072 SUSPENSION ONLY BY SUPERINTENDENT: Only the Superintendent has the right to suspend a staff member's contract. The suspension shall be for no more than three working days. In the event of a suspension, the staff member shall have the right to appeal to the Board as through the grievance procedure. If the Board rejects the suspension, back pay will be made. Suspensions will not interrupt the continuous service of the employee.

7.073 PROGRESSIVE STEPS OF REPRIMAND: Progressive Steps of Reprimand:

7.0731 Verbal reprimand with Association representative present;

7.0732 Written;

7.0733 Suspension with pay;

7.0734 Suspension without pay; and,

7.0735 Termination.

7.074 WRITTEN REPRIMAND: Reprimands at steps 7.0732 through 7.0735 shall be in writing and submitted to the staff member.

7.075 REPRESENTATION: Any certificated staff member shall have the right to representation at any level.

7.076 REMOVAL OF REPRIMANDS FROM FILE: Reprimands over three (3) years old will be discarded and removed from the staff member's file upon written request by the staff member. Reprimands may be removed before the three year time limit.

7.0761 REPRIMAND REMOVAL: A written reprimand shall be removed from all files three (3) years from the date of the reprimand at the request of the teacher. Exceptions from expungement are records included in an on-going problem. Such letters are to be expunged when the most recent is three (3) years old.

However, a bargaining unit member may request that the Superintendent voluntarily remove a reprimand less than three (3) years old, provided the following occur:

- A. Only a single reprimand letter, pertaining to disciplinary matters, will be considered.
- B. The bargaining unit member must submit written reasons to justify the request.
- C. The determination by the superintendent not to remove the reprimand is final, and not subject to either the Grievance Process, or a filing in any court of competent jurisdiction.
- D. Nothing in this article shall prevent an employee from challenging a written letter of reprimand on a timely basis, consistent with this agreement.

7.077 REPRIMAND STATUS: While reprimands may be a part of the evaluation process, classroom instruction shall be the main focus of evaluation.

7.078 CONTRACT STATUS OF TENURED TEACHERS: The contract status of tenured teachers shall be addressed under O.R.C. 3319.16, 3319.161 and other applicable O. R.C. only.

7.08 HIRING OF RETIRED TEACHERS: Any bargaining unit member who retires under STRS and subsequently is reemployed in the district may be hired at a rate of pay different from his or her years of service as specified in the salary index contained in this agreement. Any member employed under this article shall be placed at Step 7 of the salary schedule with appropriate educational placement. Any teacher who retires under STRS and subsequently is employed in the district shall be placed at Step 7 of the salary schedule with appropriate educational placement. This provision and such salary and individual contract with a member expressly supercedes RC Section 3317.13 and all other applicable laws. While employed by the district subsequent to retirement, such member who is interested in obtaining health care benefits must opt for the health care benefits offered by STRS. Such retired member is not eligible to receive a severance payment upon leaving employment with the district. This provision of the agreement and such salary and contract will not be grievable under the grievance procedures of this agreement nor through any claim or action filed before the State Employee Relations Board (SERB) or any other court of law.

Positions that are paid with grant money or Title funds, or ones that are short-term may be paid at such rates as: substitute pay, tutor rate, or beginning teacher rate.

7.09 CONTINUOUS IMPROVEMENT PLAN: All issues pertaining to Continuous Improvement Plans (CIP) shall be in accordance with this contract. All matters pertaining to wages, hours, or terms and other conditions of employment are subject to collective bargaining as stated in ORC 4117.08.

ARTICLE EIGHT TEACHER EVALUATION AND NON-RENEWAL

8.01 TEACHER EVALUATION:

8.011 NOTIFICATION OF EVALUATION: Each Building Principal or his designee shall inform members of the certificated staff as to the purpose, use and proper implementation of the certificated staff evaluation process not later than October 1.

8.012 EVALUATION PROCESS: There shall be observations of the teacher's classroom performance prior to the formal written evaluation. The formal evaluation may include other aspects of the teacher's service in addition to classroom observations.

8.0121 TIME LINES OF THE EVALUATION PROCESS OF BARGAINING UNIT MEMBERS ON LIMITED CONTRACT:

8.01211 TIME SCHEDULE FOR FIRST EVALUATION: October 1 - December 15 - One (1) evaluation, which shall be composed of at least two (2) thirty (30) minute classroom observations. The observations shall be conducted by December 15.

8.012111 WRITTEN EVALUATION REPORT: A written evaluation report of the results of the two (2) observations shall be given to the teacher not later than January 10.

8.012112 FIRST EVALUATION CONFERENCE: An evaluation conference shall take place within five (5) working days from the date the teacher receives the written evaluation report. The evaluation shall include the principal and teacher meeting to review and critique the evaluation.

8.01212 TIME LIMITS FOR EACH OBSERVATION OF THE SECOND EVALUATION: Jan 15-Mar 31. One evaluation, which shall be composed of at least two (2) thirty (30) minute classroom observations. The observations shall be conducted between January 15 and March 31.

8.012121 WRITTEN EVALUATION REPORT: January 15 - April 10 - A written report of the results of the two (2) observations shall be given to the teacher not later than April 10.

8.012122 SECOND EVALUATION CONFERENCE: The second evaluation conference shall take place within three (3) working days from the date the teacher receives the written report. The second evaluation conference shall include the principal and teacher meeting to review and critique the evaluation.

8.02 SUPERSEDE OHIO REVISED CODE: The Parties specifically agree that this article is intended to specifically replace Section 3319.11 of the Ohio Revised Code.

8.03 NON-RENEWAL OF LIMITED TEACHERS CONTRACTS:

8.031 LIMITED CONTRACT TEACHERS WITH FOUR (4) OR LESS YEARS OF SERVICE: Newly hired limited contract teachers shall be placed on a one year contract. Upon satisfactory completion of the contract, the employee shall be issued a one year limited contract and if renewed, issued another one (1) year limited contract. If the third one (1) year contract is renewed the teacher shall be placed on one additional one year limited contract. At the conclusion of the fourth year, subsequent contract renewal shall be for a three year period. (Contractual sequence: one year, one year, one year, one year, three years).

8.0311 RIGHTS OF LIMITED TEACHERS WITH FOUR (4) YEARS OR LESS: The Association and Board expressly agree that a limited contract teacher with four (4) or less years experience in the District may be non-renewed for any reason during the first four (4) years of employment. Further, the Board's determination not to renew the limited contract of a teacher with four (4) years or less experience is made at the Board's sole discretion and is not subject to the Grievance Procedure contained in the Agreement. Finally, any teacher who is non-renewed under this Section will not have the right to appeal the Board's determination to the Court of Common Pleas, or any other Court of competent jurisdiction.

8.0312 PROCEDURAL RIGHTS: Any teacher with four (4) or less years of teaching experience in the district will be granted the same due process rights for timelines for observations and evaluation as outlined in 8.0121. A procedural error will apply only to the current limited contract. Procedural errors may be subject to the grievance procedure and the Court of Common Pleas.

8.0313 PRESENT LIMITED CONTRACT TEACHERS WITH LESS THAN FOUR (4) YEARS OF SERVICE: Present employees who are working under limited contracts who have not completed four (4) years of service shall continue to work under the limited contract sequence. Thereafter, the non-renewal of these teachers will be in accordance with Section 8.0312 of this Contract.

8.032 LIMITED CONTRACT NON-RENEWAL AFTER FOUR (4) YEAR PROBATIONARY PERIOD: Limited contract teachers who have met the four (4) year probationary period shall be non-renewed for only good and just cause. All principles of due process shall be afforded the bargaining unit member who is non-renewed under this provision. All limited contract teachers who have met the four-year probationary period shall receive, starting with the fifth year, three (3) year limited contracts.

8.0321 NON-RENEWAL OF TEACHER WITH MORE THAN FOUR (4) YEARS OF EXPERIENCE: The non-renewal of a teacher with more than four (4) years experience in the District, upon the expiration of the limited contract after the one in effect on September 1, 1998, will be subject to either the grievance and arbitration provisions of the Agreement, or an appeal filed in Clark County Court of Common Pleas, but not both.

8.04 QUALIFYING FOR TENURE UNDER LIMITED CONTACT: Any bargaining unit member who is serving a multi-year limited contract and qualifies for a continuing contract during said time may be recommended for continuing contract status upon written request to the Superintendent for same. If it is the intent of the Superintendent to not recommend continuing contract status, the Superintendent will notify the teacher of his/her decision, and the teacher may withdraw the request. The refusal of the Superintendent to recommend a continuing contract while an employee is serving under a multi-year limited contract is not grievable.

8.05 CONTINUING CONTRACT EXCLUSION: No provision of this section shall be applicable to any teacher who has a continuing contract. Any action taken by the Board against any continuing contract shall be in accordance with O.R.C. 3319.16 and 3319.161. Any bargaining unit member who possesses a continuing contract on December 1, 1994 shall not have his/her contract terminated other than the reasons set forth in Ohio Revised Code 3319.16 on December 1, 1994.

ARTICLE NINE REDUCTION IN FORCE

The Board agrees that there will be no Reduction in Force (RIF) of the certified staff in FY 2012 and there will be no Reduction in Force (RIF) in FY 2013 if the state reduction is 8% or less.

9.01 REASON FOR REDUCTION IN FORCE: When it would become necessary for the Board to make a reasonable reduction of instructional staff by suspending teachers' contracts, the following shall be applied.

9.02 ORDER OF CONTRACT SUSPENSION: Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

9.021 SENIORITY LIST BY TEACHING FIELD: All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated.

Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

9.03 SENIORITY DEFINED: Seniority will be defined as the length of continuous service as a certificated employee under regular contract in this district.

9.031 TIME ON LEAVE: Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

9.032 TIE IN SENIORITY: If two (2) or more teachers have spent the same length of continuous service, seniority will be determined by:

9.0321 The date of the board meeting at which the teacher was hired, and then by;

9.9322 The date the teacher signed his/her initial employment contract in the district, and then by;

9.0323 Any remaining ties will be broken by lot.

9.04 REDUCTION IN TEACHING FIELD/DISPLACEMENT RIGHTS: Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace the least senior teacher who holds a lower position on a seniority list for another area of certification or licensure (only if the teacher holds a valid certificate/license for the area in which they wish to move). Any such election must be made within five (5) working days of the time the teacher is notified he/she will be affected.

9.05 RECALL RIGHTS: The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Teachers on the recall list will have the following rights:

9.051 NO NEW HIRES: No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy.

9.052 ORDER OF RECALL: Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.

9.053 NOTIFICATION OF RECALL: If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within five (5) working days, upon receipt. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within five (5) working days upon receipt, or who declines to accept the position, will forfeit all recall rights.

9.054 RIGHTS UPON RETURN FROM REDUCTION IN FORCE: A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

**ARTICLE TEN
LEAVES OF ABSENCE**

10.01 SICK LEAVE:

10.011 ACCUMULATION (SICK LEAVE): The maximum number of sick days accumulation for the life of this contract shall be 280 days.

10.012 USE OF SICK LEAVE: Such accumulated sick leave may be used for exposure to contagious disease, complications due to pregnancy, funeral, illness or injury of the employee or member of the immediate family (children, stepchildren, father, mother, step-parent, sister, brother, husband, wife, parent-in-law, brother and sister-in-law, daughter and son-in-law, grandparents of either spouse or any relative living in the household) without limitation, provided documentation for reasonable cause is submitted as required by state statute.

10.013 BEREAVEMENT LEAVE: Each employee may have up to three (3) days per contract year of his/her sick leave to attend the funeral of a close friend or acquaintance. Said leave shall be approved by the Superintendent on an individual needs basis.

10.014 MAINTAINING MAXIMUM ACCUMULATION: When an employee earns the maximum accumulated sick leave days and earns leave at one and one fourth(1-1/4) days per month up to fifteen (15) more and the employee does not use more than is earned per month, the district's record keeping system will show no less than the maximum accumulation possible.

Examples for illustration only:

10.0141 An employee has earned the maximum two hundred eighty (280) days and is ill two (2) days in September, the maximum will not drop below two hundred and eighty (280) due to the employee earning one and one-fourth (1-1/4) days in July and August.

10.0142 If an employee has earned the maximum two hundred and ninety-five (295) days and is ill twenty five (25) days during the school year, the maximum will drop to two hundred and seventy (270) days.

10.015 SICK LEAVE ADVANCE: All full-time employees may be advanced up to five (5) days of sick leave which are not yet earned. Time shall remain in the current year to earn the sick leave days advanced. Employees will be required to reimburse the district for any days advanced, that not enough days were worked to earn back the advanced days, when an employee's service to the district is terminated by the employee or by the district and prior to any severance payments being made or final check released.

10.016 MINIMUM USE OF SICK LEAVE: Sick leave will be deducted in multiples of one-half (1/2) day.

10.017 REINSTATEMENT OF SICK LEAVE UPON REEMPLOYMENT: Any member having terminated employment will have accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another agency covered by the provisions of O.R.C. 3319.141.

10.02 PERSONAL LEAVE:

10.021 ACCUMULATION (PERSONAL LEAVE): Three (3) days of personal leave per year shall be available to each member upon approval of the Building Principal, at least twenty-four (24) hours in advance, except in an emergency

10.022 ABUSE OF PERSONAL LEAVE: Abuse of the following provisions may constitute grounds for disciplinary action (Article VII, Section 7.07), and could include dismissal.

10.023 UNRESTRICTED USE: The use shall be unrestricted except for the following:

10.0231 Personal leave shall not be used for gainful employment.

10.0232 Personal leave shall not be used for lengthening vacations (unless extreme emergency conditions exist, such as travel conditions).

10.0233 If more than two teachers per center request the same day for personal leave, the Principal's decision will be based upon the reasonable management of schools [more than two (2) may be granted].

10.0234. It is important that the staff be present on in-service and teacher work days. A minimal number of personal days may be used on these days.

10.024 PERSONAL LEAVE NOT DEDUCTED FROM SICK LEAVE: Personal leave days shall not be deducted from sick leave accumulation and no salary deduction shall be made.

10.03 ASSAULT LEAVE: Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical or mental disability resulting from physical assault under the following conditions:

10.031 LENGTH OF PAID LEAVE: Any certificated teacher who must be absent from his or her duties due to physical or mental disability resulting from a physical assault by a student or the parent or legal guardian of a student of this system, while teaching or in school-related activities, on or off school premises before, during or after school hours, will be paid his or her full scheduled compensation for a maximum period of thirty (30) days.

10.032 DISABILITY RETIREMENT: If permanently disabled, the teacher must apply for disability retirement, and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."

10.033 STATEMENT OF ASSAULT: Before assault leave can be approved, the teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the physical assault and the cause thereof, including the location and time of the assault, name and address of victims and witnesses, if known. If medical attention is required or sought, the teacher shall also furnish to the Superintendent a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio.

10.034 FALSIFICATION: Falsification of either the written, signed statement of the events or circumstances surrounding the physical assault or the physician's statement shall be grounds for suspension or termination of employment under 3319.16 O. R.C.

10.035 ASSAULT LEAVE NOT CHARGED TO SICK LEAVE: Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the teacher or leave granted under regulations adopted by the Board, pursuant to 3319.08 O.R.C., or any other leave to which the teacher is entitled.

10.04 ADOPTIVE. PARENT, CHILD CARE, MATERNITY LEAVE OF ABSENCE: The Board shall grant an adoptive, parent, child care and/or maternity leave of absence, with pay, for thirty (30) working days to any regularly employed staff member. Said staff member must have enough accumulated sick leave to cover this leave of absence.

10.041 EXTENDED LEAVE: An employee may request an extended leave of absence without pay for the purpose of adoption, parent, child care and/or maternity in addition to that provided in Section 10.04 herein. Such request must be submitted to the Superintendent at least thirty (30) days prior to the start of the requested leave of absence except in emergency situations. The request shall state the length of absence desired by the employee.

10.042 DURATION OF LEAVE: The duration of the leave of absence shall be no longer than one (1) year but may be renewed by the Board upon request of the teacher.

10.043 NOTIFICATION OF RETURN: The teacher shall notify the Superintendent of intent to return from leave not later than April 1, if the intent is to return at the beginning of the new school year. If the Superintendent is not notified, the Board may assume the teacher will not return.

10.044 EARLY RETURN FROM LEAVE: At the discretion of the Board and upon the recommendation of the Superintendent, an adoptive, parent, child care leave requested and granted may be curtailed or terminated prior to the expiration of the full term for which the Board granted the leave in case of interrupted pregnancy or death or recovery of the child, or other circumstances eliminating the necessity for such leave. Such action shall be taken only after a doctor certifies that the employee is in good health and able to resume his or her full duties. A return to some form of part-time or limited service shall be permitted by mutual agreement.

10.045 CONTINUING CONTRACT STATUS/ANNUAL SALARY INCREMENT: The continuing contract status of any such employee shall not be adversely affected by adoptive/parent/child care leave, but the normal annual salary increment shall not be granted unless one hundred and twenty (120) days of the contract have been fulfilled.

10.046 CONTINUATION OF BENEFITS: Such staff member may continue participation in group benefit plans, with the exception of term life insurance, at his or her expense. Appropriate arrangements shall be made with the treasurer to continue in such plans prior to the beginning of such leave.

10.047 REINSTATEMENT RIGHTS: Every effort shall be made by the Superintendent to reinstate staff teachers returning from this leave to the original position. Regardless, the staff member will be reinstated to a position within his/her certification area.

10.05 MILITARY LEAVE: Any regular member who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. Such members shall be reinstated into the school system with annual increments of up to five years credit towards the salary schedule, upon written request supported by competent proof that they are fully qualified to perform the duties of the position. The application for reinstatement shall be made within a reasonable time.

10.06 PROFESSIONAL STUDY LEAVE: A leave of absence without pay or benefits for professional or educational purposes may be granted by the Board upon receipt of a written request. The request shall contain the inclusive dates for a leave period and a plan for the professional or educational program.

10.061 RESTRICTIONS: The Board may not grant such a leave unless there is available a satisfactory substitute; nor grant such leaves to more than five (5) percent of the professional staff at any one time; nor grant a leave longer than one (1) school year; nor grant a leave to any teacher more often than once for each five (5) years of service; *nor* grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

10.062 NOTIFICATION OF RETURN FROM LEAVE: The employee shall notify the Superintendent in writing by April 1 prior to returning to the school district.

10.063 EVIDENCE OF PROFESSIONAL STUDY LEAVE: Upon returning, the employee shall give evidence in writing that the plan submitted at the time of the request was followed.

10.07 JURY DUTY AND COURT SERVICES:

10.071 JURY DUTY: When a member is called for jury service, he/she shall give his/her immediate supervisor notice and the Board will reimburse the teacher his/her regular pay. The teacher shall retain the stipend received for serving on jury duty to cover the expenses for transportation, meals, and room. The employee shall provide proof of having served.

10.072 SUBPOENA AS WITNESS: When a teacher under contract is subpoenaed to serve as a witness in a court action in a proceeding directly related to his/her job, he/she shall be given a leave of absence with pay for the actual time required for such court appearance. The teacher shall retain any stipend received for court service to cover for the expenses for transportation, meals, and room. The employee shall provide proof of receiving the subpoena and proof of having served. It is the responsibility of the teacher to collect for his/her court services.

10.073 COURT DUTY ARISING FROM EMPLOYMENT: When a teacher is involved in a court action arising from his/her employment, he/she shall be given a leave of absence with pay for the time required. (This section, however, shall in no way prevent the Board from its right to suspend or terminate a teacher's contract without pay.)

10.08 FAMILY AND MEDICAL LEAVE ACT: Teachers who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which a teacher is entitled under the FMLA shall run consecutively with existing leave benefits.

10.09 SICK LEAVE BANK

10.091 PURPOSE: The purpose of the Sick Leave Bank, hereinafter referred to as the 'SLB' is to provide paid days for serious personal illness or family illness to contributors to the SLB who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness. Withdrawals will be limited to participating employees for use only in cases of illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the SLB Committee.

10.0911 ENROLLMENT PERIOD: Members may enroll in the SLB, during the enrollment period, which shall be during the month of September of each school year.

10.09111 DAYS ALLOWED TO DONATE - Upon enrollment, a member shall contribute two (2) of his/her accumulated sick days to the Bank. Days contributed to the SLB are non-returnable.

10.09112 CONTINUOUS MEMBERSHIP IN SLB - Enrollment in the SLB shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the SLBC of his/her intent to withdraw.

10.092 SLB COMMITTEE: The SLBC shall be composed as follows:

10.0921 A member of the Association's Executive Committee to serve as a chair person.

10.0922 Three (3) members appointed by the Association President.

10.093 SLBC RESPONSIBILITIES: The SLBC shall review and approve or deny by a majority vote all applications to the SLB. The chairperson shall vote only in the case of a tie vote. The SLBC shall also determine the necessity for additional contributions to the SLB and shall notify SLB members of the need for said contributions.

10.0931 REPORTING INFORMATION: The SLBC shall be responsible for reporting data concerning the SLB to the Board Treasurer.

10.0932 FINALITY OF SLBC: Decisions of the SLBC are final and are not grievable.

10.094 ANNUAL REVIEW OF SLBC: The SLBC shall review the operation of the SLB annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board. Such changes shall be voted upon by the Executive Committee of the Association.

10.095 GENERAL PROCEDURES

10.951 Application for withdrawal from the SLB will be accepted only from those individuals who have contributed to the Bank.

10.0952 Withdrawals will be limited to use for serious personal illness and serious illness in the immediate family. A doctor's statement is required with the application in order for the request to be considered.

10.0953 An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances.

10.0954 Days withdrawn from the SLB will be paid at one hundred (100) percent of the member's daily rate of pay.

10.0955 Once qualified to receive a withdrawal from the SLB, the maximum number of days a member may receive from the SLB shall not exceed thirty (30) days per year. Withdrawals from the SLB shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.

10.0956 Withdrawal from the SLB will be made only for absences under a member's normal teaching contract. Withdrawals will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by full-time contracted member.

10.0957 Days may not be received from the SLB for absences due to childbirth (natural or Cesarean section).

10.0958 Days may not be received from the SLB for absences due to disabilities which qualify the member for Workers Compensation personal benefits or disability retirement.

10.0959 Whenever the total number of available days in the SLB falls below fifteen (15) days, the SBC may require the SLB enrollees to donate up to one (1) additional day of their accumulated sick days to the SLB.

10.0959.1 Contributions to the SLB shall not count against a member's record of perfect attendance.

10.0959.2 Members withdrawing days from the bank will be required to return days to the bank. After the withdrawing member's sick leave balance reaches ten (10) days, the member will be required to return five (5) days per year to the bank until the days are repaid.

10.0959.3 Members who have withdrawn days from the bank and leave Northeastern, will only be able to transfer his/her sick leave balance to the new school of employment less the days owed to the SLB.

10.0959.4 Members who have withdrawn from the bank will receive severance pay on the balance of sick leave days less the days owed to the SLB.

10.096 POLICIES OF SICK LEAVE BANK: The Association shall provide the Treasurer with a copy of the policies of the Association's sick leave bank.

10.097 NUMBER OF DAYS TO BE DONATED TO BANK: No bargaining unit member will be permitted to donate a sick leave day to the sick leave bank which is in excess of the maximum allowable accumulated sick leave days.

10.098 TRANSFER OF DAYS: The Association shall give the Board Treasurer notice of the number of days to be transferred from the donor to the affected employee.

10.10 UNPAID LEAVE:

10.101 Members will not accrue sick leave when on Unpaid leave.

**ARTICLE ELEVEN
COMPENSATION AND PAYROLL PRACTICES**

11.01 SALARY SCHEDULE

FINANCIAL:

For the 2011-2012 and 2012-2013 school year all Bargaining Unit members will remain or be frozen on the same salary step as their placement during the 2010-2011 school year.

| <u>2011 – 2012</u> | <u>2012-2013</u> | <u>2013-2014</u> | <u>2014-2015</u> |
|--------------------|------------------|------------------|------------------|
| -1 % on base | TBD | TBD | TBD |

Salary Schedules are at the end of the contract.

11.011 DIRECT PAYROLL DEPOSIT: By August 1, 2001 any current bargaining unit member shall have the right to elect to be paid by direct payroll deposit. All new certificated employees after August 1, 2001 will be required to participate in direct payroll deposit. All certificated employees who choose direct deposit shall receive a non-negotiable check at their building, or receive an email, showing their direct deposit. A consistent check (regular or non-negotiable) distribution policy will be set up at each building which establishes check security.

11.02 SALARY SCHEDULE INFORMATION

11.021 TRAINING CLASSIFICATIONS:

| <u>TRAINING CLASSIFICATIONS</u> | | <u>CONTRACT CLASS</u> |
|---------------------------------|----------------------------------------------------------------------------------------------------------|-----------------------|
| CLASS I | Bachelors Degree | BS |
| CLASS 11 | Bachelors Degree Plus 10 Semester Hours of Graduate Credit | BS + 10 |
| CLASS III | 150 Semester Hours with a Bachelors Degree or Bachelors Degree Plus 20 Semester Hours of Graduate Credit | BS +20 |
| CLASS IV | Masters Degree | MA |
| CLASS V | Master's Degree Plus 15 Semester Hours of Graduate Credit | MA+ 15 |
| CLASS VI | Master's Degree plus 25 Semester Hours of Graduate Credit | MA +25 |

11.03 EXTRA CURRICULAR ACTIVITIES (PAID):

11.031 ADDITION OF EXTRA-CURRICULAR ACTIVITY: Upon recommendation of an acceptable sponsor and approval of the building principal and Superintendent, the Superintendent shall recommend to the Board that an additional extra-curricular activity is added.

11.032 WRITTEN SUPPLEMENTAL LIMITED CONTRACT: Except for administrative discretionary funds, all members assigned additional responsibilities and/or granted additional compensation for such responsibilities shall be given a written supplemental limited contract that is in addition to their regular contract.

11.033 OFFERING OF SUPPLEMENTAL CONTRACTS: Nothing herein contained shall be construed to prohibit the Board from offering a supplemental contract to any member, such additional time to be paid at the rate as established by this agreement, provided that no member shall be required to accept a supplemental contract. Nor shall anything herein contained be construed to prohibit the addition or deletion of supplemental contract categories to the schedule. Salary for such positions shall be a matter for bargaining.

11.034 BARGAINING UNIT PREFERENCE (SUPPLEMENTAL CONTRACTS): Supplemental positions shall be offered to members of the bargaining unit prior to any notice of openings made outside the unit. A member of the bargaining unit, who is qualified as determined by the Superintendent, applying for a vacant supplemental position shall be awarded the position in lieu of an individual not a member of the bargaining unit.

11.035 SUPPLEMENTAL SALARY CALCULATION: The salary for supplemental positions listed on the schedule shall be determined by multiplying the percent times the Bachelors Degree, Step 0.

11.036 EXTRA-CURRICULAR/ATHLETIC POSITIONS: The Extra Curricular/Athletic position compensation is paid solely for time out side of the school day. While "school time" might be used for a portion of the activity (depending on the position), substantial and appropriate time outside of the school day is a requirement.

11.037 EXTRA-CURRICULAR/ATHLETIC EXPERIENCE RAISES: Extracurricular experience raises are intended to encourage and reward coaches/advisors for remaining in their current coaching/advising positions. Experience is counted specifically for that position/level sport. Changing coaching/advising positions, even if in the same sport/activity, or between girls and boys sports/activities, returns the coach/advisor to the no experience level. Experience credits are transferable to another building for the same position/level/sport. The years do not have to be consecutive.

11.0371 Both experience credits are calculated on the extra-curricular base salary only.

11.0372 The first experience raise shall be granted after the completion of three (3) years in one coaching/advising position. The raise shall be an increase of ten percent (10%) of the current extracurricular base salary for that position.

11.0373 The second raise shall be under the same conditions as the first raise, after the completion of the fifth year of service. The raise shall be a second ten percent (10%) of the current extracurricular base salary for that position.

11.0374 It is the responsibility of each individual coach/advisor to notify the Treasurer's office when he/she is eligible for either of the experience raises.

11.038 DESTINATION IMAGINATION OR SIMILAR PROGRAM: The number of positions has been left open since funding for these positions is derived from sources that change from year to year. The amount of pay is set, with number of positions to be determined by the Board. It is hoped that as many positions as practical be established each year.

11.039 EXTRA DUTY SALARY SCHEDULE, ATHLETIC: These amounts shall be adjusted to reflect the increases reflected on the base increases of the negotiations of the teacher salary schedule effective as of July 1 of the given contractual year.

11.04 LENGTH OF SPORT SEASON: The length of each sport season is as determined by the Board according to the Ohio High School Athletic Association and uniform school policy.

11.05 EXTRA DUTY SALARY SCHEDULE: (Follows at the end of the contract)

11.051 MENTORING PROGRAM AND PAY: Per Board of Education Policy the district will maintain a Mentoring program consistent with the requirements of the Ohio Department of Education guidelines. As per language in the Board Policy, compensation per agreement with teacher association has been set at \$750 per mentor per mentee if the mentor possesses Pathwise training and \$650 per mentor per mentee in all other instances.

11.06 PAYROLL PRACTICES:

11.061 JANUARY PAYROLL: The January payroll checks shall not be dated for December of the previous year.

11.062 PAY DATES: A calendar with pay days identified shall be distributed to employees in the district.

11.063 PAY CHECK DISTRIBUTION ON HOLIDAYS: When schools are closed for one (1) day scheduled holiday and Thanksgiving which falls on a pay day, checks shall be distributed the day before the holiday.

11.064 TWENTY SIX (26) PAY PERIODS: The contract year shall be divided into twenty-six (26) equal pay periods. Pay days shall fall on alternative Fridays throughout the contract year.

11.065 FCPE: Upon request by the bargaining unit member, the board shall deduct the amount so designated by the employee for FCPE.

11.07 HOME TUTOR PAY: The hourly rate to be paid to home tutors shall be no less than the amount determined by the following formula: Hourly rate = District base salary X .0007

11.08 ATTENDANCE INCENTIVE: Twice a year a stipend of \$100 will be made to each teacher who has perfect attendance for a portion of the year. The first period begins with the teacher workdays in August and ends on January 15. The second time period begins January 16 and ends after the final teacher workday at the end of the year. Part-time teachers will be pro-rated. It is the employee's responsibility to inform the business office that they qualify for the stipend. Notification to Central Office must be made within 30 days of qualifying for the attendance incentive.

All absences from work count against perfect attendance except for the following:

- Funeral of immediate family member
- Jury duty
- Job required court appearance
- Professional Leave

11.081 CONVERTING PERSONAL LEAVE TO SICK LEAVE: At the end of each school year, each individual's personal days not used that year shall be converted to sick leave days:

11.09 STRS CREDIT FOR WORK ON BEHALF OF A TEACHER PROFESSIONAL ORGANIZATION: Association members or leaders shall be entitled to be paid by the Association and/or any of its state or national affiliates for service to or on behalf of the Association. Any compensation that an Association member receives from the Association and/or its affiliates for such service shall be subject to the provisions of the Ohio Administrative Rule 3307-6-02 for all Association service on or after July 1, 2004. Contributions shall be made by the Association member(s) to the State Teachers Retirement System of Ohio, at no cost to the Board of Education.

11.10 FINGERPRINTING: Fingerprinting done as a requirement for employment, may be processed at the Board office. The Board shall pay 50 (fifty) % of the cost of any such fingerprinting done at the Board office.

ARTICLE TWELVE FRINGE BENEFITS

12.01 FULL-TIME STAFF MEMBER DEFINED: Staff member is a contracted employee, employed as per adopted calendar on a twenty-six (26) pay schedule.

12.011 FULL-TIME STAFF MEMBER BENEFITS: A full-time staff member receives in addition to salary described in article 11, the following:

12.0111 A single or family vision policy.

12.0112 A term life policy with accidental death and dismemberment.

12.012 FULL-TIME STAFF MEMBER BENEFIT OPTIONS: A full-time staff member may elect to receive in addition to the above, the following benefits:

12.0121 A single health insurance policy at a cost of one (\$1) dollar per year or eighty (80%) of the cost of a family policy which includes prescription drug. Effective the 2002-2003 school year, the family policy will increase to eighty-five (85%). Effective July 1, 2005 any newly-hired bargaining unit member who selects single health insurance coverage, which also includes prescription drug, will receive that benefit at 90% of the cost of the Core Plan. If members choose the High Option they also pay the difference between the Core Plan and the High Option.

12.0122 A single dental policy or 65% toward a family policy.

12.02 PART-TIME STAFF MEMBER

12.021 PART-TIME STAFF MEMBER WORKING FIVE (5) HOURS OR MORE: A part-time staff working five (5) hours or more per day {minimum of 25 hours per week} may participate in health, dental, and prescription drug coverage at 50% of the amount paid by the board for full-time employees for single or family coverage, through payroll deductions.

12.022 PART-TIME STAFF MEMBER WORKING LESS THAN FIVE HOURS: A part-time staff member working less than 5 hours per day (less than 25 hours per week) may participate in health, dental, and prescription drug coverage by paying 100% of the total cost to the board for single or family coverage, through payroll deduction.

12.03 INSURANCE PROGRAMS: Effective during the period of this master contract, the stated insurance programs shall be available for all members of the bargaining unit as specified.

12.031 OPEN ENROLLMENT: Notification regarding the open enrollment period will be posted in each school building prior to and during the open enrollment period.

12.032 CHANGE OF CARRIERS/EQUIVALENT COVERAGE: All insurance provided shall be subject to the conditions set forth in any insurance contract secured by the Board, provided, however, if the Board elects to change carriers, the coverage shall be equivalent to that described below.

12.033 EMPLOYEE CHANGE IN COVERAGE (I.E., SINGLE TO FAMILY): Vision and Life Insurance coverage for a new regular teacher becomes effective their first working day on the payroll. Health and Dental Insurance coverage becomes effective after a thirty day (30) waiting period. In the event a teacher desires to change coverage (i.e., single to family) the teacher must file an application with the Treasurer. The effective date of change will be the date such change is accepted by the carrier.

12.034 CONTINUATION OF BENEFITS: The above insurance shall be continued for any eligible teacher member who pays the member's portion when such teacher is on the active working payroll, compensated sick leave, compensated leave of absence, non-compensated approved leave of absence of less than thirty (30) days, disability leave of absence of less than thirty (30) days, or until such teacher either resigns their employment status or fail to return to active working status at the commencement of the next school year. Teacher on non-compensated approved leave of absence (including disability leave of absence) of over thirty (30) days' duration or on lay-off under a suspended contract who desire to continue medical insurance coverage past the period for which the Board has agreed to continue coverage for the teaching staff member may do so under the Federal Regulations of COBRA.

12.035 EMPLOYEE OPTION (NEGOTIATED INSURANCE PROGRAM OR PREPAID GROUP PRACTICE PLAN): Each individual member of the bargaining unit shall have the option of subscribing to either the negotiated insurance program or the prepaid group practice plan. This may be done only once a year at a designated time. If the monthly cost of the prepaid group practice plan is more than the negotiated insurance program, the individual shall be responsible for paying the difference. The Board shall not be responsible for paying any more per individual member of the bargaining unit toward his/her prepaid group practice program than is paid toward his/her negotiated insurance coverage.

12.036 INSURANCE OPT-OUT A new employee may elect to not join in, or an employee currently enrolled may withdraw participation from, the district's health benefits program. If such an election is taken, the employee may choose one of the two following provisions:

a. Provision of nine hundred dollars (\$900) annually for non-participation in the family plan. (The employee must provide proof of a qualifying family member)

or

b. Provision of four hundred dollars (\$400) non-participation in the single plan.

These provisions are payable in the second paycheck of June of the qualifying year.

12.037 INSURANCE COMMITTEE: In order to facilitate an understanding of current employee insurance coverages and to periodically explore the market place for improved coverages and/or reduced costs, an Insurance Study Committee will be established by the Board and the Northeastern Local Education Association and the Northeastern Local Association of School Employees. Each group will appoint up to three (3) representatives to serve on this committee. The Insurance Study Committee will establish its own rules for meeting and operations. The committee will have the authority to analyze and review benefits plans and screen different plans for recommendation to the parties. The Board shall retain the authority to accept, reject or modify the Committee's recommendation. In no instance, shall any confidential medical information be viewed by the Committee

12.04 HOSPITALIZATION: The Board shall notify employees annually of the open periods of the benefits noted below.

12.041 PREMIUM: The Board will pay eighty percent (80%) for 2001-2002 and eighty five percent (85%) effective 2002-2003 of family hospitalization coverage and the employee will pay \$1.00 a year for single coverage. Effective July 1, 2005, any newly-hired bargaining unit member who elects single health insurance coverage, which also includes prescription drug, will receive that benefit at ninety percent (90%) of the cost of the Core Plan. If members choose the High Option they will also pay the difference between the Core Plan and the High Option.

12.042 COVERAGE SPECIFICATIONS:

12.0421 Organ transplant rider that covers any and all transplants. This adds heart, lung, liver and pancreas to the current coverage.

12.0422 Lifetime maximum of \$1,000,000 on the major medical.

12.0423 UCR's to be set by the HAIA tables according to the zip code of the provider.

12.05 DENTAL: The Board shall pay one hundred percent (100%) of the single dental, and sixty-five (65%) of the family dental.

12.06 PRESCRIPTION DRUG: Prescription drug coverage is part of the health coverage. The program will include a \$10, \$20, \$30 CORE Plan or \$8, \$15, \$25 HIGH OPTION co-pay..

12.07 LIFE INSURANCE: Term life insurance will be twenty-five thousand dollars (\$25,000) with an additional ten (\$10,000) for those employees with twenty-five (25) years or more of total teaching experience. Accidental death and dismemberment and conversion rights shall be included if provided by the carrier.

12.08 STUDENT TUITION: Members who have legal custody of a student shall be entitled to enroll such student in the Northeastern School District with no tuition cost to the member. Additional educational costs and tuition will not be the responsibility of the Northeastern School District. Transportation is the responsibility of the parent and enrollment procedures will be the same as other students. Documented, persistent and severe misconduct of a particular student may be grounds for revocation of open enrollment privilege of said student.

12.09 STRS EMPLOYEE PICK UP: The Board agrees to facilitate the State Teachers' Retirement System Employee Pick Up, effective January 1, 1984, according to the rules and regulations as established by said retirement system and at no cost to the Board.

12.10 SEVERANCE PAY: Severance pay will be provided to each employee who retires upon proper notification, entrance and acceptance into appropriate State Retirement System. Such pay shall be paid only once and shall be considered to eliminate all sick leave credit accrued by the employee at that time.

12.101 SCHEDULE OF PAYMENT: Such pay shall be paid in the first full month following the effective date of retirement and final pay period of the current contract as follows:

12.1011 Payment shall be computed on the per diem rate of the retiring employee's current contract, not to include supplemental contracts.

12.1012 Each employee shall be paid twenty-eight (28%) of the unused accumulated sick leave days based upon the maximum accumulation possible at the time of retirement.

12.102 REQUEST FOR SEVERANCE PAY: To implement the above, the certificated employee shall provide the Treasurer of the school district proof of acceptance in the State Teacher Retirement System and a written request for severance pay no later than one hundred twenty (120) days from the last day of service.

12.1021 Payment of severance shall be made upon the request of the employee, but no later than January of the year following retirement. The retiring employee may elect to collect severance in one lump sum or the unit member may direct that any portion or all of the severance pay be transferred in his/her tax-sheltered annuity (TSA) in accordance with Internal Revenue regulations. If the member's total severance pay exceeds the amount to be transferred to the member's TSA, the balance will be paid to the unit member.

If the unit member elects to be a part of the Early Retirement Incentive Program, the payment of any other severance is rolled in with this severance payout.

In each of the two above instances. The TSA company must certify to the district treasurer that the amount the unit member requests to be contributed to their TSA is within legal limits.

12.11 GRADUATE SCHOOL TUITION REIMBURSEMENT: Teachers employed by the Board who successfully complete graduate courses at an accredited university shall be wholly or partially reimbursed for tuition fees. The courses taken must:

12.111 Lead directly towards a higher degree or certificate in education, or

12.112 Must be in the teaching field of certification of the employee, or

12.113 Must be approved in advance as a course that will have direct benefit to the district and/or students. Such approval is to be requested, in writing, of the tuition reimbursement committee, appointed by the NELEA.

12.114 Reimbursement shall be for courses taken during the month of June through May.

12.115 By no later than September 15th of each year, employees who took summer courses, and/or intend to take courses up through May 30th, should submit the proposed plan and number of hours to be taken to the committee on the district tuition form.

12.116 The total number of hours applied for (converted to semester-hours) will be pro-rated with the fifty thousand (\$50,000) dollar tuition fund. Upon proof of payment for and successful completion of the course, the initial reimbursement will be made. All proofs of payment and successful completion must be turned in no later than June 10th. Reimbursement is strictly for the cost of the credit hour (reimbursement will not exceed the actual cost of the credit hour, not for general fees, books, etc.

12.117 Reimbursement shall be made equally, with no consideration made to differences in tuition rates, except that reimbursement may not exceed the cost of credit hours for the course.

12.118 On June 20th, if the fund has five hundred (\$500) dollars or more remaining, a second pro-rated distributions will take place among those who already received partial payment. If funds remaining are under five hundred (\$500) dollars, they shall be added to next year's tuition funds.

12.119 It is the employee's responsibility to make sure that all paperwork necessary for reimbursement is submitted to the business office.

12.12 OPTICAL INSURANCE: The Board shall pay one hundred percent (100%) of the premium for an optical insurance plan which shall contain the following coverage;

12.121 A ten (10) dollar co-pay;

12.122 Vision examinations as needed and lenses and frames once every twelve (12) months;

12.123 Usual, customary, and reasonable charges for such items as;

12.124 Examinations;

12.125 Materials for vision, bifocal, trifocal and lenticular lenses;

12.126 Frames, and

12.127 Necessary contact lenses

12.13 RETIREMENT INCENTIVE PLAN: At the conclusion of an employees thirtieth (30) year, the employee is eligible for the following:

12.131 Severance Pay: The employee shall receive the regular severance pay amassed by the sick leave accumulation and sixty thousand (\$60,000) dollars.

12.1311 Payment Process: The employee will receive the payment in four (4) equal installments on an annual basis in June of the year after a year's time has elapsed.

12.132 Duration: This incentive will be good for the following years only;

12.1321 Retirement with thirty (30) years as of June 2011- payout in June of 2012, 2013, 2014 and 2015.

12.1322 Retirement with thirty (30) years (as of June 2012- payout in June of 2013, 2014, 2015 and 2016.

12.1324 To participate in the retirement Incentive Plan, an employee must opt for this program the first time he/she is eligible with thirty (30) years.

12.14 IRS SECTION 125 PLAN; The Board will provide, pursuant to Internal Revenue Service Code and Regulations, Section 125, for the payment of unit members' allowable expenses under this section such as (but not necessarily limited to) the employee's portion of insurance premiums, medical equipment, eyeglasses, dependent care expenses. A '125 Plan' [pre-taxed medical savings and dependent care account(s)] will be available to unit members effective July 1, 2007.

ARTICLE THIRTEEN DURATION/TERMS OF AGREEMENT/SAVINGS CLAUSE

13.01 CONTRACT TO REMAIN IN FULL FORCE AND EFFECT: All sections of this contract will remain in full force and effect in the successor contract unless altered during these negotiations.

13.02 RIGHTS OF THE PARTIES DURING NEGOTIATIONS OF SUCCESSOR CONTRACT: The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of this right and opportunity are contained in this Contract and the Parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues. All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the Parties to this Agreement.

13.03 LIMITED RIGHTS OF PARTIES TO CONSULT: This Agreement does not preclude discussion or consultation regarding concerns expressed by personnel of the participating parties to this Agreement. However, the discussion(s) or consultation(s) shall not include items which are negotiable as defined by Ohio Revised Code 4117.

13.04 PROVISIONS CONTRARY TO LAW AND DUTY TO NEGOTIATE: The terms of this Agreement shall not apply where inconsistent with constitutional, statutory or other legal provisions enacted after the signing of this Agreement. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, the parties to the Agreement shall meet within ten (10) work days to consider substitute provisions which are in conformity with the applicable laws.

13.041 DUTY TO NEGOTIATE CHANGES: If such negotiations do not resolve the matter within twenty-one (21) working days from the first date of negotiations on the matter, the normal impasse will be used to settle the differences as specified in the disagreement section of this contract. The remainder of this Agreement shall remain in full force and effect during the duration of this Agreement.

13.05 TERMS OF AGREEMENT: It is agreed by the Parties that this contract shall be effective July 1, 2010 and remain in effect through June 30, 2012, with all issues closed unless otherwise specified in this contract. There shall be a reopener for FY 2012 for base salary only.

13.051 Base Salary is subject to a re-opener for year two of this contract

13.06 RIGHTS OF ASSOCIATION UNDER REOPENER: If a scheduled reopener occurs and an agreement cannot be reached on the items, the dispute process of this contract shall be used to settle the differences. If an agreement cannot be reached after the duration of the time limits in the negotiated process and the impasse procedure, then the Association will have the right to withhold its services in accordance with Ohio Revised Code 4117.

13.07 SIGNATURE OF THE PARTIES

For the Association

For the Board

President

President

Negotiations Chair

Superintendent

Team Member

Treasurer

Team Member

Team Member

Team Member

Team Member

Date Signed by the Parties _____

COLLECTIVE BARGAINING TENTATIVE AGREEMENT EXTENTION

The Northeastern Local Education Association (the "Association") and the Northeastern Local Board of Education (The "Board") mutually agree to extend the Collective Bargaining Agreement between the parties currently in effect from July 1, 2010 - June 30 2012. All provisions of the collective bargaining agreement including but not limited to the terms and language will remain unchanged and in full force and effect.

For the 2011-2012 and 2012-2013 school year, all Bargaining Unit members will remain or be frozen on the same salary step as their placement during the 2010-2011 school year. Further there shall be a reopener for base salary only and health insurance as specified in the parties Addendum Salary Schedule for the 2012-2013 school year. There shall be a reopener for base salary and health insurance only as specified in the parties Addendum Salary Schedule for the 2013-2014 school year. There shall be a reopener for base salary and health insurance only as specified in the parties Addendum Salary Schedule for the 2014-2015 school year.

Furthermore there will be -1% reduction on the base salary for the 2011-2012 school year.

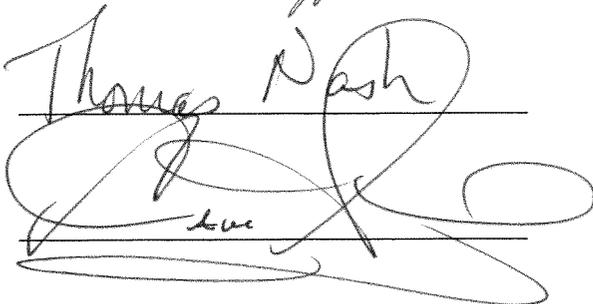
This agreement shall be in effect from March 9, 2011 until June 30, 2015. All terms , conditions and language including all of the parties' Memorandum of Understanding that were contained in the last Agreement will remain unchanged until July 1, 2011 when the paragraphs above take effect.

For the Association

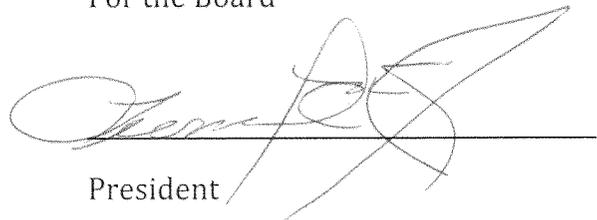


President



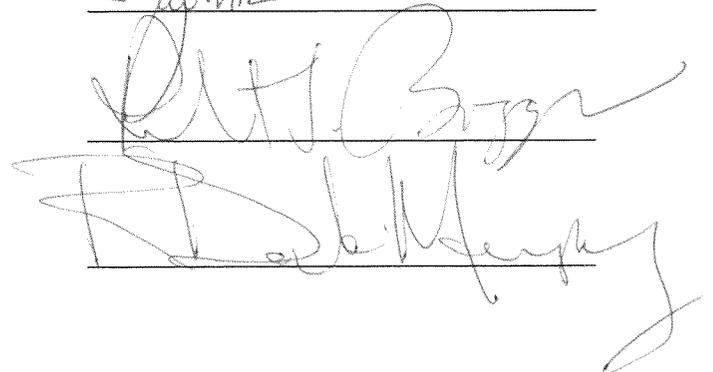


For the Board



President





COLLECTIVE BARGAINING TENTATIVE AGREEMENT EXTENTION

The Northeastern Local Education Association (the "Association") and the Northeastern Local Board of Education (The "Board") mutually agree to extend the Collective Bargaining Agreement between the parties currently in effect from July 1, 2010 – June 30 2012. All provisions of the collective bargaining agreement including but not limited to the terms and language will remain unchanged and in full force and effect.

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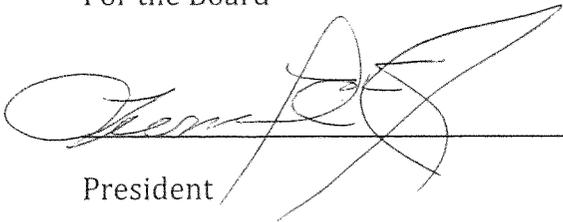
Furthermore there will be -1% reduction on the base salary for the 2011-2012 school year.

This agreement shall be in effect from March 9, 2011 until June 30, 2015. All terms, conditions and language including all of the parties' Memorandum of Understanding that were contained in the last Agreement will remain unchanged until July 1, 2011 when the paragraphs above take effect.

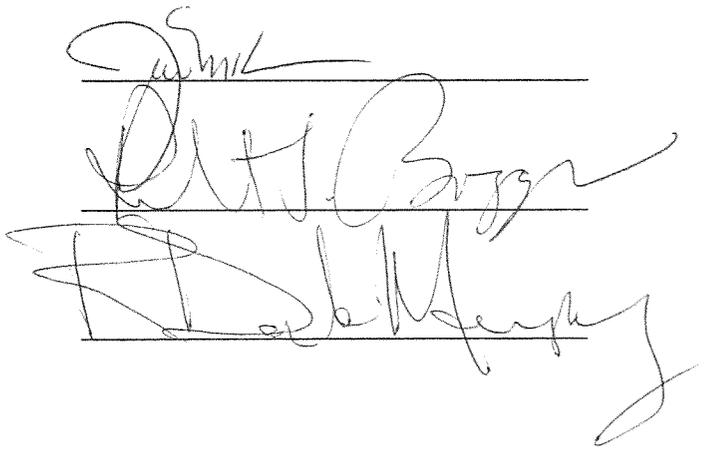
For the Association

President

For the Board



President



TYPE OR PRINT

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

GRIEVANCE # _____

(A single copy of which will be submitted to the Association, Superintendent and Principal by the aggrieved who will retain one copy.)

Aggrieved _____ Date of Formal Presentation _____
Assignment _____ Principal _____

Date and nature of alleged grievance:

Grievance relates to agreement section(s):

Relief Sought:

Signature of Aggrieved

TYPE OR PRINT

GRIEVANCE FORM B

GRIEVANCE # _____

DECISION OF PRINCIPAL

(To be completed by the Principal, who shall retain one copy and deliver one copy to the aggrieved, the Association and the Superintendent within ten (10) school days of formal grievance presentation hearing.)

Aggrieved _____ Date of Formal
Grievance
Presentation _____

Assignment _____ Date of Formal
Grievance Hearing _____

Decision of Principal and reasons therefore:

Date of Decision _____ Signature of Principal _____

Aggrieved's response (to be completed by aggrieved and one copy returned to Principal, Association and Superintendent within ten (10) school days of the decision date.)

_____ I accept the above decision of the Principal.

_____ I hereby appeal to the Superintendent on attached Form C.

Date of Response _____
Signature of Aggrieved

TYPE OR PRINT

GRIEVANCE FORM C

GRIEVANCE # _____

REFERRAL BY AGGRIEVED TO SUPERINTENDENT

(To be completed by the aggrieved, who will retain a single copy and deliver one copy to the Superintendent, the Association, and the President of the Board of Education within ten (10) school days of receipt of Form B.)

Aggrieved _____

Date Appeal
Delivered To
Superintendent _____

Date and nature of alleged grievance:

Grievance relates to Agreement section(s):

Relief Sought:

Signature of Aggrieved _____

TYPE OR PRINT

GRIEVANCE FORM D

GRIEVANCE # _____

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent, who will retain one copy and deliver one copy to the aggrieved within ten (10) school days after the meeting, and one copy to the Association, the principal and the President of the Board of Education.)

Aggrieved _____

Date Hearing _____
Held By _____
Superintendent _____

Decision of Superintendent and reasons therefore:

Date of Decision _____

Signature of Superintendent _____

Aggrieved's response (to be completed by aggrieved and one copy returned to the Superintendent, Principal and the Association within ten (10) school days of the decision date.)

_____ I accept the above decision of the Superintendent.

_____ I hereby appeal to the Board of Education on attached Form E.

Date of Response _____ Signature of Aggrieved _____

TYPE OR PRINT

GRIEVANCE FORM E

GRIEVANCE # _____

REFERRAL BY AGGRIEVED TO BOARD OF EDUCATION

(To be completed by the aggrieved within ten (10) school days of the receipt of Form D. One copy shall be retained by the aggrieved and one copy delivered within that time period to the Board President, the Treasurer, the Principal, the Superintendent and the Association.)

Aggrieved
Person _____

Date Referral
Delivered To
Board _____

Assignment _____

Principal _____

Date and nature of alleged grievance:

Grievance relates to Agreement section(s):

Relief Sought:

Signature of Aggrieved

TYPE OR PRINT

GRIEVANCE FORM F

GRIEVANCE # _____

BOARD HEARING

(One copy of which the Board President shall retain and one copy shall be delivered, within ten (10) days after the hearing, to the aggrieved, and the following persons: the Superintendent, the Principal and the Association.)

| | |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Aggrieved _____ Date Referral Received By Board of Education _____ | Date This Report Delivered To Aggrieved _____ Date Hearing Held By Board Of Education _____ |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|

(As stated In the grievance procedure, this hearing shall take place at the next scheduled Board of Education meeting or within two weeks of the filing of the appeal.)

Decision of Board of Education and reasons therefore:

| | |
|------------------------|---------------------------------------|
| Date of Decision _____ | _____ Signature of Board President |
|------------------------|---------------------------------------|

Aggrieved's Response

(To be delivered to the Board President within five (5) school days after the decision date.)

_____ I accept the above decision of the Board of Education.

_____ I hereby appeal this grievance to arbitration.

| | |
|------------------------|---------------------------------|
| Date of Response _____ | _____ Signature of Aggrieved |
|------------------------|---------------------------------|

TYPE OR PRINT

GRIEVANCE FORM G

GRIEVANCE # _____

ASSOCIATION RESPONSE TO DECISION OF BOARD HEARING

(To be completed by the Association within ten (10) school days of receipt of Form F with a single copy delivered within that period to each of the following persons: the Board President, the aggrieved, the Treasurer, the Superintendent, the Principal. An additional copy should be retained for reference.)

Aggrieved Person _____ Date Response
Delivered to Board _____

Opinions of Association and reasons therefore:

_____ The decision of the Board of Education is accepted.

_____ The attached grievance is hereby referred to arbitration.

Date of Response _____

Signature of President of Association

TUITION REIMBURSEMENT PRE-APPROVAL FORM

Applicant _____ Approved _____

Building _____ Date _____

Request for payment of SUMMER TERM (June - August)

Course Name/Description: _____

Degree or Field Relates To: _____

University/# of Hours: _____

Please Indicate quarter or semester hours: _____

FALL TERM

Course Name/Description: _____

Degree or Field Relates To: _____

University/# of Hours: _____

Please Indicate quarter or semester hours: _____

WINTER TERM (Proposed - May be vague)

Course Name/Description: _____

Degree or Field Relates To: _____

University/# of Hours: _____

Please indicate quarter or semester hours: _____

SPRING TERM (Proposed - May be vague)

Course Name/Description: _____

Degree or Field Relates To: _____

University/# of Hours: _____

Please indicate quarter or semester hours: _____

** Must be returned to NELEA President by September 15th. If courses are approved, it is the responsibility of the individual to turn in proof of completion to the board office no later than June 10th.