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**NEGOTIATIONS AGREEMENT**

**between the**

**NAPOLEON AREA CITY BOARD OF EDUCATION**

**and the**

**NAPOLEON FACULTY ASSOCIATION**

**July 1, 2011 through June 30, 2014**

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## ARTICLE I: RECOGNITION

- A. The Napoleon Area Board of Education (hereinafter referred to as the "Board") recognizes the Napoleon Faculty Association OEA/NEA Local (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all certified personnel (including long-term substitutes as defined in Article IV of this agreement). The bargaining unit does not include substitutes, tutors, aides, and administrative and supervisory staff. Auxiliary personnel hired by Napoleon Area City School District on behalf of parochial schools shall not be considered a part of the bargaining unit.
  
- B. The Board and the Association mutually agree that every employee of the Board shall have the right to or not to organize or join in the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection without intimidation, coercion or discrimination by either party.

## ARTICLE II: NEGOTIATIONS

### Procedure

- A. Request for Negotiations. A written request for the opening of negotiations shall be submitted in writing by the Association to the Superintendent of the Napoleon Area School District or by the Superintendent to the President of the Association on or before one hundred twenty (120) days prior to the expiration of the Contract. A mutually convenient date shall be set no later than one hundred ten (110) days prior to the expiration of each Contract, unless both parties agree to a later date, to exchange packages and adopt an agenda listing those issues which shall be negotiated and to set dates and procedures for ensuing meetings. All issues to be submitted for negotiations will be submitted, in writing, at the first meeting.
- B. Negotiation Teams; Observers. The Board and the Association shall be represented at all negotiating meetings by a team of negotiators not to exceed three (3) persons each. Three (3) team members shall be selected by the Association and three (3) team members by the Board. All negotiations shall be conducted exclusively between said teams. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives shall have the power and authority to make proposals, consider proposals, reach tentative agreement and pledge to recommend to the Association and Board the ratification and adoption of the tentative agreement. In addition to said team each team shall be authorized to admit no more than two (2) observers from each party at one time to such meetings. Such observers shall be without the right to speak or otherwise comment to either party during such meetings.
- C. Negotiation Meetings. The teams shall meet at reasonable times for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in a sincere effort to reach mutual understanding and agreement on all appropriate matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession. All negotiation meetings shall be in executive session.

Caucus. Upon the request of either party, the negotiation meeting shall be recessed to permit the parties to caucus.

Consultants. By mutual consent, consultants may be called upon for presentations. Absent mutual consent and upon twenty-four hours prior written notice, either party may present testimony from a consultant for a period of not more than thirty minutes. Consultant presentations will not take place during collective bargaining sessions. The cost for any consultant shall be paid for by the party requesting the service.

Progress Reports. Progress reports and news releases may be issued during the negotiations by either party.

Tentative Agreement. When tentative agreement is reached on any issue, it will be reduced to writing and initialed by a representative of both sides.

- D. Agreement. When an agreement is reached on all issues submitted for negotiations, the outcome shall be reduced to writing and submitted to the Association and the Board for formal approval. Following ratification by the Association, the Board at its next scheduled Board meeting shall consider ratification of the tentative agreement. If ratified by both the Association and the Board, the agreement shall then be signed by the parties. The resulting agreement shall

supersede and/or modify the Articles of the Contract and be binding on both parties. When necessary, the provisions shall be reflected in individual contractual terms. When both parties ratify and sign the agreement, it shall be printed by the Board and distributed by the Association to every bargaining unit member not later than the first work day after forty-five (45) days following ratification by the Board. The Association will be given twenty (20) additional copies of the agreement for use by their building representatives, officers, and OEA/NEA representatives.

E. Disagreement.

1. If, after review of all issues submitted for negotiations but not earlier than fifty (50) days before the expiration date of the present contract, either party may declare that a state of impasse exists and a professional mediator will be requested to help reach agreement.

Said mediator shall be obtained through the Federal Mediation and Conciliation Service. The request shall be submitted in writing by the declaring party within five (5) days of the declaration of impasse. The mediator shall be used as a means of bringing the two parties to agreement.

2. If mediation results in agreement by both parties, Article II, Section D, Agreement, shall be implemented.
3. If the parties have not reached agreement and the existing agreement has expired, the Association may exercise its right to strike by serving the Board and the State Employment Relations Board with notice of its intent to do so ten (10) days prior to such action. Mediation may continue following expiration of the agreement with the mutual consent of the parties.
4. This dispute settlement procedure, being mutually agreed to by the parties, shall supersede and replace any other procedure.

### ARTICLE III: FAIR SHARE

Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership ten (10) days prior to the individual's third (3rd) regular pay shall pay a fair share fee to the Association.

The fair share fee shall be an amount which will not exceed the maximum amount which may lawfully be assessed by the Association as a fair share fee. Those bargaining unit members who are contracted for less than full time or who commence employment at a date later than the normal starting date shall have their fair share fee pro-rated in accordance with the tables provided by the Association.

The fair share payer shall be provided information concerning the fair share fee in accordance with law. Fair share rates and the pro-rata tables shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be deducted and paid to the Association. It will be the responsibility of the Association to maintain reporting and rebate procedures in accordance with law.

Payroll deduction of the fair share fee shall begin with the first pay date that occurs on or after January 15 of any year. The Association will provide the Board Treasurer with the names of each fair share payer and the amount(s) to be deducted at least thirty (30) days in advance of the first payroll subject to each fair share fee deduction. With respect to all monies deducted by the Board pursuant to this Article, the Treasurer of the Board shall make them available to the Treasurer of the Association immediately following each pay that monies are deducted.

If a bargaining unit member subject to the fair share fee ends employment (other than death) before all deductions have been made, the unpaid balance will be deducted from their final check. The Board will not be liable for any fair share fee assessed against an employee leaving employment before the first pay date that falls on or after January 15 of any year. The Board's responsibility under this agreement shall be limited to the deduction of fair share fees of which the Treasurer has been properly notified from the payroll checks of fair share fee payers. In no event shall the Board become liable for any fair share amount.

Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association or such non-members may submit such appeals as provided by the law.

The Association agrees to indemnify the Board for any liability the Board might incur as a result of the implementation and enforcement of this fair share fee section provided that under this section of the Agreement the Board agrees to the following:

- A. Give the Association at least ten (10) days written notice prior to a legal hearing of any claim made or action filed against the Board by a non-member for which indemnification may be claimed. In the event notice is not given within the time provided, the Association will be relieved of any duty to defend or indemnify the Board and the Board will provide its own defense. If the Board requests Association indemnification, then paragraphs B through F will apply.
- B. The Association or its affiliates have the right to designate counsel to represent and defend the Board.
- C. Cooperate with the designated Board counsel at all levels of the proceedings.
- D. Permit, upon approval of the court, the Association or its affiliated organization(s) to intervene as a party if it so desires.

- E. Not oppose the Association or its affiliated organizations application to file briefs amicus curiae in the action.
- F. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies the fair share fee contract provision.

## ARTICLE IV: CONTRACTS

All members of the bargaining unit shall be issued written contracts for teaching and/or supplemental duties performed. Said contract shall specifically state the position for which the person is being contracted along with the amount to be paid. Contracts shall be of three (3) kinds; limited, continuing, and long-term substitute.

All contracts will be void if not signed and returned within thirty days of delivery or mailing to the member. Members who anticipate extended absence during the summer may provide an alternate mailing address. Contracts will be mailed to such members by certified mail directed to the specified address and the return period will not begin until the date of receipt. Contracts will not be mailed to members who notify the Treasurer, in writing, that they will have no mailing address during the summer months.

### A. Limited Contracts

This section applies only to full time limited teaching contracts. After three (3) consecutive years of teaching in Napoleon Area City School District, a bargaining unit member will be recommended for a two-year contract; after five (5) consecutive years of teaching in NAS, a bargaining unit member will be recommended for a three (3) year contract from that point on until the bargaining unit member leaves the district or becomes eligible for a continuing contract.

### B. Consideration for a Continuing Contract Midterm of a Multi-Year Limited Contract

Any bargaining unit member in midterm of a multi-year limited contract who wishes to be considered for the award of a continuing contract for the next school year, will notify his/her immediate supervisor, in writing, not later than November 1 of the school year in which such consideration is requested. Such member will file a professional or permanent teaching certificate or appropriate license with the Treasurer not later than April 15 of the year in which such consideration is requested.

Failure to notify his/her immediate supervisor or to file the teaching certificate or license will be deemed a waiver of any right to be considered for a continuing contract in that school year and said member shall remain on his/her present limited contract until the next school year.

The parties have discussed the options reserved to the Board of Education upon consideration of a bargaining unit member's request for consideration for the award of a continuing contract during the term of a limited contract. The parties intend that the Board may exercise either the option to award a probationary limited contract or the option to award a continuing contract by resolution approved by majority vote. The award of a probationary limited contract will not be conditioned on prior Board action rejecting a recommendation for the award of a continuing contract or prior notice of the Superintendent's intent to recommend a probationary limited contract to the bargaining unit member.

The Board will take formal action on the request at the April Board Meeting. The Board shall have the option to either award a continuing contract or to award a probationary limited contract for a duration of not more than two school years. The Board may determine that no action should be taken, in which case the Bargaining Unit Member will have the remainder of the existing contract.

C. Continuing Contracts

Continuing contracts are governed by Section 3319.11 of the Ohio Revised Code. The Board shall act in accordance with that section of the law. The bargaining unit member who fails to provide the Superintendent by April 15 of the current school year a copy of a professional or permanent certificate or appropriate license or notice from the State Department of Education that such a certificate or license will be issued effective on or before the beginning of the next school year waives any right to a continuing contract until the following April.

D. Probationary Contracts

The Board may award a one-year<sup>1</sup> or two-year limited contract to a teacher otherwise eligible for a multi-year limited contract when their job performance has been judged to be in need of improvement or unsatisfactory pursuant to evaluation procedures.

The Board may award a one or two year contract to a teacher otherwise eligible for a continuing contract pursuant to provisions of the contract when their job performance has been judged to be in need of improvement or unsatisfactory pursuant to evaluation procedures.

E. Filing and Maintenance of Teaching Certificates/Licenses

Bargaining unit members will file all teaching certificates/licenses (subject and area) with the Treasurer of the school district. Any certificate/license not so filed will not be recognized for any purpose under this agreement. Bargaining unit members will maintain in full force and effect any and all teaching certificates/licenses held on or after the effective date of this agreement. Teaching certificates/licenses outside the member's current area of assignment can be withdrawn or allowed to expire.

For purposes of this Article, the term "current area of assignment" means the department(s) to which a teacher is assigned. For example, a high school business teacher must retain all current teaching certificates/licenses for any course of study assigned to the business department.

F. Supplemental Limited Contracts

Supplemental limited contracts will be issued in written form for a stated term. All such contracts will expire at the end of the term stated without further action by the Board of Education or notice to the bargaining unit member. Prior to performing supplemental contract duties a bargaining unit member may request the Superintendent to provide the member with written notice of the Superintendent's intent to recommend a supplemental contract for that member to the Board.

Supplemental contracts may be evaluated. Supplemental contracts, if evaluated, will be kept separate from the teaching contract evaluation.

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<sup>1</sup> Probationary contracts awarded under this section may be authorized by majority vote of the Board of Education upon recommendation of the Superintendent. Teachers awarded probationary contracts will be provided written reasons directed at the professional improvement of the teacher. Only one probationary contract may be awarded in any five (5) year period.

G. Long-Term Substitutes

Substitute teachers employed to fill vacant bargaining unit positions created by approved leaves or resignations with an expected employment duration of not less than fifty (50) school days will become long-term substitutes and members of the bargaining unit on the fifty-first day of that assignment.

A person who has become a long-term substitute in any school year and who is reemployed during the same school year in a second long-term substitute position (with an expected duration of not less than thirty school days) will be compensated at the applicable long term salary rate from the first day of the second long-term substitute employment.

Appropriate contracts will be issued each long-term substitute teacher indicating the nature of employment.

The contract of a long-term substitute as defined in Article I. Recognition, will come to an end upon return of the bargaining unit member whose position was vacated or the end of the school year, whichever occurs first, and the long-term substitute will have no right to employment in any succeeding year unless offered a contract of employment by the Board of Education. Specific Board of Education action to non-renew such employment contracts and written notice of non-renewal will not be required.

## ARTICLE V: CONTRACT YEAR

For the 2011-2012 and 2012-2013 school years, the regular contract year shall consist of 185 days and will include five (5) days with no students in attendance. Beginning with the 2013-2014 school year, the regular contract year shall consist of 184 days and will include four (4) days with no students in attendance.

The days with no students in attendance shall be as follows:

- A. Two days at the start of the school year. One day will be devoted to Professional Development/IAT Meetings, etc. One day will be devoted to performing individual classroom management and preparation duties.
- B. For the 2011-2012 and 2012-2013 school years, two (2) days during the school year, one-half of which will be used for Professional Development/IAT Meetings and the other half used as a guaranteed teacher work time. Beginning with the 2013-2014 school year, one (1) day during the school year with one-half day used for Professional Development/IAT Meetings and the other half day used as a guaranteed teacher work time.
- C. One day at the end of the school year to perform duties associated with the end of the school year. This day may include building or committee meetings.

## ARTICLE VI: HOURS AND LOAD

- A. The maximum length of the normal workday for members of the bargaining unit shall be seven (7) hours and thirty (30) minutes. Each member of the bargaining unit who is teaching more than one-half time shall be entitled to no less than a thirty (30) minute duty-free lunch period.
- B. On the first work day of school, the principal shall distribute to each teacher a yearly schedule of building staff meetings. Staff meetings will normally not last more than fifty (50) minutes after the start of the meeting. No more than two staff meetings per month will be scheduled. Staff meetings will end by 4:00 pm. In case of an emergency, the principal may call an unscheduled staff meeting.
- C. Bargaining unit members assignment and workload shall be determined by the administration within the parameters stated in this Article. Bargaining unit members may provide input to the building principal regarding assignment or class schedules not later than May 1. Notification of tentative teaching assignments will be given to each teacher by June 15 of each year.
- D. Fulltime members of the bargaining unit within the elementary (K-5) grades shall be scheduled no less than two hundred (200) minutes per week as planning and conference time scheduled in increments of not less than fifteen minutes per school day. The increments will be scheduled during the regular school day for pupils on at least four days per week. Full-time members of the bargaining unit within grades 6-12 shall be provided a minimum of five (5) planning and conference periods per week.
- E. In any semester in which a high school teacher is assigned two or more Advanced Placement classes, that bargaining unit member will receive two (2) planning/conference periods per day.
- F. In any semester in which a bargaining unit member is assigned to an Advanced Placement course, that member will not be required to perform cafeteria supervision duty.
- G. High School and Middle School staff will be assigned their preference of supervisory duties based on seniority within the district. Members may express their duty preference in writing to the building principal not later than May 1 of each year. If no preference is expressed, duties will be assigned by the principal based on the needs of the building.
- H. Supervision of school dances by bargaining unit members will be voluntary.
- I. Traveling teachers are those regularly assigned to perform duties in two or more school buildings. Such teachers are assigned to the principal of one of the buildings of assignment for evaluation purposes, hereafter, the "primary building". Traveling teacher will be responsible for bulletin boards only in the primary building and will not be responsible for bulletin boards in any other building. Traveling teachers may be assigned supervisory duties but will not be assigned a greater level of combined classroom and supervisory duty than would be assigned a non-traveling teacher. Traveling teachers will not be required to attend open house in more than one building in any year. Traveling teachers will attend two staff meetings per month.
- J. Bargaining unit members will not be required to administer medication or perform medically related procedures required under a handicapped pupil's IEP without first receiving training in the performance of the required activity.

Bargaining unit members who object to performing IEP required administration of medication or medically related services will not be required to do so if the services of trained non-teaching

personnel are available, provided the Board shall not be required to provide additional personnel for that purpose.

If regular classroom teachers (other than special education teachers) are required to perform medically related services (such as catheterization, tracheotomy and similar procedures) the Board will meet with the Association to negotiate a stipend as compensation for the performance of those services.

- K. Bargaining unit members will be provided access, for instructional purposes, to their assigned classrooms and to a work area containing a copy machine in their building of assignment. A common work area will be made available for members assigned to Central Elementary and Middle Schools. All bargaining unit members will observe building and area security regulations and will operate all equipment in accordance with manufacturer guidelines. Keys will be provided as necessary to access work areas and classroom. Access may be limited, however, when necessary to ensure the security of the buildings and equipment.
- L. Two days will be given to Special Education teachers for the purpose of preparing IEP's. Teachers will be given one day for the purpose of Alternative Assessments. Substitutes will be provided by the Board.

## **ARTICLE VII: JOB DESCRIPTIONS**

The Board of Education has adopted and made available to the Association and its members a number of job descriptions governing the duties of some bargaining unit members. Additional job descriptions may be developed in the future and Association representatives will be consulted prior to the adoption of those job descriptions. Job descriptions that have been or are, during the term of this agreement adopted by the Board, will be continued in effect during the term of this agreement. The Association will be notified prior to the implementation of any changes to any job description that would adversely affect the wages, hours, or other term or condition of employment for any bargaining unit member and it may exercise any rights that it may have to demand bargaining over such changes.

### ARTICLE VIII: TEACHER EVALUATION

- A. The Board of Education has adopted the Staff Evaluation and Development Plan (the plan) for the evaluation of bargaining unit members pursuant to Article VII. A. of the Memoranda of Understanding. During the term of this agreement, the plan will be used in the evaluation of members, and will not be changed except in accordance with the provisions of that memorandum. The plan will be attached to, and part of, this agreement.
- B. The substance of an evaluation is not subject to the grievance procedure.
- C. The building principal will hold a pre-conference with the staff member to establish a mutually agreeable date for the observation. A post-conference will be held within 10 days following the observation unless a later date is mutually agreed upon.
- D. Unless there is a mutual agreement, members of the bargaining unit will not be formally observed more than once in any school day.
- E. Absence Precluding Evaluation. A bargaining unit member will not be eligible for the award of a multi-year limited or continuing teaching contract in any year in which the administration of the Napoleon Area School District is unable to reasonably conduct timely observations and evaluations of a bargaining unit member due to the absence of that member from duty.

## ARTICLE IX: PERSONNEL FILES

- A. The Board shall maintain one official file as per current Board policy. Medical records of staff and family members will be maintained in a separate confidential file. A record of review will be kept for each file, except when used by confidential employees. All materials placed in the file shall be signed and dated by the originator of the materials. Copies of evaluation documents and any disciplinary documents included in the personnel file will be provided each bargaining unit member. Bargaining unit members have the right to review their personnel files and may be accompanied by representation of his/her choice during such review. Members desiring to review their files are to schedule an appointment not less than twenty-four hours in advance.
  
- B. Employees may dispute any information in the personnel file by filing a brief written statement that will be attached to the disputed information and made a part of the file.
  
- C. Files may be gleaned of extraneous and obsolete materials by the following procedures:
  - 1. At the request of the staff member, a joint review with the Superintendent or his designee may be held. File materials which are reviewed and deemed obsolete or extraneous may be removed.
  
  - 2. Periodically, the Superintendent or his designee may review files to determine whether materials are obsolete and in need of gleaning.
  
- D. This Article shall not require the destruction of any record that the Board is required by law to retain.
  
- E. Anonymous letters shall not be placed in a staff member's official file.

**ARTICLE X: PERSONNEL DIRECTORY AND POLICY MANUAL**

- A. The Board will make available:
1. A personnel directory showing the name, school e-mail address, and school phone extension number of each employee of the Board. The personnel directory will also include non-school contact information for those employees who authorize its release.
  2. A policy manual containing all current Board policies will be placed in each school library and one copy issued to the Association President or designee.
- B. Bargaining unit members are encouraged to review Board policies related to assigned duties.

## ARTICLE XI: VACANCIES AND TRANSFERS

### A. Definitions

1. A vacancy shall be defined as any position in the bargaining unit resulting from: (The date that each vacancy occurs in each case is defined as indicated in the parentheses.)
  - a. An employee's leaving employment as a result of a termination (date of Board action), resignation (date of Board action), or death (first central office day that the Board is aware of the death).
  - b. An employee's non-renewal. (Date of Board action.)
  - c. An employee's transfer to another bargaining unit position. (Date the employee is notified that the transfer is approved.)
  - d. An employee's assuming a non-bargaining unit position. (Date the employee is notified that he/she will be assuming the non-bargaining unit position.)
  - e. The creation of a new bargaining unit position. (Date the Board posts the position.)
2. Nothing in this article shall be construed as requiring the Board to create a position or fill a vacancy.

### B. Posting of a Vacancy

1. The vacancy notice shall be posted within five (5) work days of the occurrence of the vacancy.
2. The vacancy notice shall be posted openly on all employee bulletin boards on the district website, and a copy sent or emailed to the Association President or designee (President or designee shall determine). The teacher will notify the district if he/she wants notification (either by email or other means) of openings when not scheduled to work during the posting period.
3. The vacancy shall include the position title, entry level qualifications, licensing, and/or certification requirements, location where work is to be performed; date of initial posting; and last date to apply for the position.
4. The posting period shall be for ten (10) work days.

Where the position must be filled quickly, the position shall be posted for not less than five (5) working days.
5. The Association President will be given a copy of the posting at the outset of the posting period.
6. If a teacher who is currently on staff makes application within the posting period, the Superintendent or his/her designee will interview the applicant.
7. Positions which become vacant during the school year may be filled on a temporary basis.
8. Supplemental positions must be posted separately from teaching positions.

C. Posting of a Vacancy Without Intention to Fill the Vacancy

In the event the Board intends to exercise its rights under A(2) of this Article and not fill a vacancy, the Board will satisfy the posting requirements of Section B of this Article as long as the Board meets all requirements of Section B and also includes the following on the posting "The Board does not intend to fill the vacancy at this time." in lieu of including the last date to apply for the vacant position. If the Board decides at a later date to fill the vacant position, the Board will be subject to all requirements of this Article as if the vacancy had occurred on the date of the Board's decision to fill the position.

D. Less Than Full-Time Teaching

Bargaining unit members assigned a full-time teaching position may request a reduction in their teaching assignment by submitting a written request to the Superintendent before April 1 of each school year. This request may be granted at the discretion of the Board following a favorable recommendation by the Superintendent.

Service of less than full-time will not be considered as eligibility for continuing contract. Except as noted in this agreement, all other benefits will be pro-rated based on the ratio of the reduced work schedule to that of a full-time bargaining unit member.

Bargaining unit members requesting a return to full-time teaching status shall request a change in work status by March 1. This request may be granted at the discretion of the Board following a favorable recommendation by the Superintendent.

E. Transfers

1. A transfer is defined as the movement of a bargaining unit member to a vacancy as defined in Section (A).
  - a. A voluntary transfer is a transfer initiated by the bargaining unit member.
  - b. An involuntary transfer is a transfer initiated by the Board of Education.
2. Procedure for involuntary transfers.
  - a. The Superintendent shall consider the following criteria in selecting a bargaining unit member for involuntary transfer:  
(These criteria are not listed in any priority.)
    - i. Certification/Licensure;
    - ii. The best interests of the students;
    - iii. Length of service in the District;
    - iv. Teaching experience in the subject area;
    - v. The desire of the bargaining unit member to be transferred to the new position;
    - vi. The curriculum needs of the District
  - b. Voluntary transfers shall be considered before any bargaining unit member is involuntarily transferred.
  - c. A personal meeting between the Superintendent and the bargaining unit member shall be held prior to his/her involuntary transfer, if such meeting is requested by the bargaining unit member.

## ARTICLE XII: GRIEVANCE PROCEDURE

Grievance: Any claim alleging the violation, misinterpretation, or misapplication of the terms of the negotiated written agreement between the Association and the Board.

Grievant: A bargaining unit member or group of bargaining unit members or the Association alleging the violation, misinterpretation, or misapplication of the terms of the negotiated written agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group. No reprisals of any kind shall be taken against the employee(s) initiating or participating in these procedures.

Nothing herein contained shall be construed to limit the right of an individual bargaining unit member to discuss a personal complaint with a supervisory person without recourse to the grievance procedure except that the Association will be informed of any results that affect the Agreement.

The grievant and any representative of the Board may be represented at all stages of the grievance procedure by representation of his/her own choosing. When the grievant is not represented by the Association, the Association shall be notified by the Administration that a grievance has been filed and have the right to have its representation present.

A bargaining unit member engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties during such participation without loss of salary.

Day: A day shall be defined as one calendar day exclusive of Saturday, Sunday, and holiday vacations. A day includes only scheduled school days or scheduled central office work days during the summer months. Days shall be counted by excluding the day of the act or event and including the final day of the period. A calamity day shall count as one day unless the calamity day coincides with the last day of the time period, in which case the first work day following the calamity day(s) shall be the last day of the time period.

Time Limits: The time limits contained in this Article may be waived by mutual agreement of the involved parties. Unless waived, the time limits are mandatory and any grievance not filed or advanced to the next step within the time provided is waived or deemed settled on the basis of the disposition at that step. If the Administration fails to take action within the time limit specified at any level of the procedure, the grievance shall be advanced to the next level.

A grievance that is beyond the authority of an individual principal to resolve may be initiated at Level II.

Level I (Principal): A grievance must be filed with the principal's office within twenty (20) days from the date the grievant knew or reasonably should have known of the event giving rise to the grievance. The written grievance shall be on a standard form provided by the Board (see Forms Appendix). If the principal has not previously consulted with the grievant about the grievance, the principal shall schedule a hearing to be conducted within five (5) days after receipt of such request. The time, date, and place of the hearing shall be established by mutual agreement. Within five (5) days after the conclusion of said hearing, or if no hearing is held, within five (5) days of receipt of the written grievance form, the principal shall take action, reduce to writing the action taken, and the reason for the action. Copies shall be sent to the employee, the President or designee of the Association, and the Superintendent.

Level II: If the action taken by the building principal is unsatisfactory to the grievant, he/she must appeal to the Superintendent's office in writing within five (5) days.

If the grievance is initiated at Level II, it must be filed in writing with the Superintendent's office within twenty (20) days from the date the grievant knew or reasonably should have known of the event giving rise to the grievance. The written grievance shall be on a standard form provided by the Board (see Forms Appendix).

Upon request a hearing shall be conducted by the Superintendent or designee within five (5) days after the receipt of the request. The time, date, and place of the hearing shall be established by mutual agreement. The Superintendent or designee shall take action within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the building principal, and the President or designee of the Association.

Filing at Level I and Level II shall be accomplished by delivering the grievance to a District employee within the appropriate office.

Level III: If the action taken by the Superintendent or designee does not resolve the grievance to the satisfaction of the grievant, the grievant may within five (5) days thereafter submit the grievance to binding arbitration. Either party may submit a request for a list of Arbitrators to the Federal Mediation and Conciliation Service, with a copy to the Superintendent, if requested by the Association or to the Association President, if requested by the Board.

- A. Selection of Arbitrator. Within five (5) days after receipt of a list of potential arbitrators by the designees of the Board and Association, the designees will attempt to select an arbitrator. In the event the parties are unable to agree, an additional list of potential arbitrators will be requested. If the parties are unable to agree on an arbitrator from the second list, they will select an arbitrator by alternately striking names from a third list.
- B. Arbitrability. When arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to the hearing of the merits of the issue by the arbitrator. Upon the mutual agreement of the parties, the matter of arbitrability may be submitted on briefs alone and shall be decided by the arbitrator prior to the hearing of the merits.
- C. Authority of Arbitrator.
  - 1. The decision of the arbitrator with respect to grievances shall be binding. The arbitrator shall have jurisdiction and authority only to interpret and/or apply the provisions of the negotiated written Agreement. The arbitrator shall have no authority to alter, add to, or subtract from the terms of the Agreement or to make any decision contrary to law.
  - 2. The arbitrator shall make his report to the grievant, the Superintendent, and the President or designee of the Association. The arbitrator shall be given a suggested time line for making his report to the grievant, the Superintendent, and the President or designee of the Association. Said report time line will be thirty (30) days after the close of the arbitration hearing.
- D. Expenses. If the grievance is sustained, the costs for the services of the arbitrator shall be paid by the Board. If the grievance is denied, the costs for the services of the arbitrator shall be paid by the Association. In the event of a split decision, the arbitrator shall allocate the cost of his/her services between the parties in the percentage to be determined by the arbitrator. If the unilateral withdrawal of a grievance occurs after arbitrator expenses have been incurred, those arbitrator expenses will be paid by the party making the withdrawal.

### ARTICLE XIII: REDUCTION IN FORCE

#### A. Staff Reductions:

The following procedures shall govern the reduction of bargaining unit members made necessary as a result of lack of sufficient operating funds, a lack of sufficient funds in federal or state programs, decreased enrollment of pupils, return to duty of regular bargaining unit members after leaves of absence, suspension of schools, changes in curriculum, or territorial changes affecting the district.

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts, reductions will be achieved by layoff. Layoff shall mean that a bargaining unit member's contract(s) will be suspended. When layoffs of members of the bargaining unit are necessary, seniority and areas of certification shall be the exclusive criteria in determining such layoffs.

Not less than twenty days prior to the effective date of any layoff, the Board will provide the Association and each member affected by the layoff with a written notice of the layoff that will include the reasons for the layoff and the effective date of the layoff. The Association will be provided an opportunity to meet with the Superintendent to review the reasons for the layoff and supporting documentation.

Layoffs shall be on the basis of last hired first to be laid off. However, no bargaining unit member on continuing contract status shall be laid off, regardless of seniority, unless all bargaining unit members on limited contract in the affected area of certification have been laid off.

The Board will accept the resignation of a bargaining unit member who resigns employment after July 10 in expectation of layoff following Board announced staff reductions for the coming year, whether such reductions are actual or anticipated.

A bargaining unit member who is subject to layoff based on the member's current teaching assignment and who is certified to teach in another area of certification may displace a less senior employee in that area of certification. Election to displace a less senior member in the alternate field of certification must be made within five (5) days of notice of layoff. The least senior employee in the alternate field will be the employee displaced.

Any bargaining unit member who has been laid off shall have his/her name placed on a recall list.

A seniority list shall be established listing all members of the bargaining unit (except long-term substitutes), the date of hire-in, the areas of certification held by each bargaining unit member, and the type of teaching contract held by the member (i.e. limited or continuing).

Seniority shall be determined by the length of continuous service in the school system. Among those with the same length of continuous service, seniority shall be determined by:

1. The date of the Board meeting in which the bargaining unit member was hired; and then by
2. An agreed upon method of chance in which all affected parties have an equal opportunity.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this Contract, layoff or non-renewal of contract

followed by reemployment in the next succeeding school year. However, once an individual's name is removed from the recall list, that person's seniority within the system is broken. The continuous service of a bargaining unit member, who has returned to employment following resignation, or other termination of employment, will be measured from the date of return.

On or about January 30 of each school year, the Association President shall receive in writing a copy of the seniority list, and a copy will be posted in the Board of Education office. Any disputes concerning the seniority list will be presented in writing to the Superintendent no later than February 15, and if no disputes are presented within the time provided, the seniority list will be considered final until the following January as it pertains to the information listed at that time. Changes that occur after this date such as additions of new staff members, deletions of departing staff members, changes in certifications/licenses, and changes in contracts will continue to be made as they occur. A list reflecting all such changes will be used in the event that layoffs occur.

B. Recall

1. Bargaining unit members on the recall list shall be returned to active employment to fill vacancies in order of seniority for any position that becomes available for which they are or have become certified before any permanent individual full, part-time or substitute is hired unless the position is refused by all individual(s) on the recall list.
2. It shall be the responsibility of the bargaining unit member on the recall list to provide the Treasurer of the School District with a current mailing address, telephone number and copies of any teaching certificate acquired since the last date of employment. An offer of recall will be given by certified mail addressed to the bargaining unit member at the most recent address contained in the member's personnel file with a copy to such person as the bargaining unit member may designate in writing to the Treasurer by regular mail or hand delivery. A reasonable effort will be made to also give notice by telephone call to the bargaining unit member or to the Association President or designee. Receipt of notice by either will be notice to the bargaining unit member.
3. A bargaining unit member offered recall may:
  - a. Pass the offer of recall. Only one offer of recall may be passed.
  - b. Fail to respond to the offer of recall within the time provided and the member's name will be moved to the bottom of the list.
  - c. Refuse the offer of recall within the time provided and the member's name will be removed from the list and all further recall rights terminated.
4. Response to an offer of recall must be within five (5) days of notice of the recall request. During the period beginning twenty (20) days prior to the opening of school offers of recall must be responded to by telephone call within twenty-four (24) hours of notice followed by written affirmation within seventy-two (72) hours from notice of recall.
5. A bargaining unit member will remain on the recall list for two (2) years from the date of placement on the list unless reinstated or submits a written request for removal.

#### **ARTICLE XIV: FAIR TREATMENT AND DISMISSAL**

In a meeting between an employee and an administrator in which the employee is to receive a formal letter of reprimand that will be placed in the employee's personnel file, the employee and the administrator shall have the right to have representation of his/her choosing present.

Should any bargaining unit member be considered for non-renewal, notice shall be given in writing by the Superintendent to said bargaining unit member on or before April 5th before any recommendation is brought before the Board.

A bargaining unit member, with representation of his/her choice, will have the opportunity, if they wish, to hear recommendations and reasons regarding renewal and nonrenewal of a contract before the Board in an executive session.

Bargaining unit members not being rehired shall be notified by official action of the Board and shall receive such notice in writing on or before April 30th. The limited or continuing contract of a bargaining unit member may be terminated by the Board for gross inefficiency or immorality, for willful and persistent violation of reasonable regulations of the Board, or other good and just cause. Written notice shall be furnished to the bargaining unit member according to provisions 3319.11 and 3319.16 of the Ohio Revised Code. A bargaining unit member under a limited contract is automatically re-employed unless he/she receives written notice as stated.

## ARTICLE XV: LEAVES

### A. General

Individuals on any approved unpaid leave may continue any and all of their group benefits allowed under COBRA for the duration of said leave providing they reimburse the insurance carrier for premium costs the beginning of each month. This will be at no cost to the Board.

Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted, he/she should immediately make said request to the Superintendent prior to the expiration of the date of termination. If a vacancy exists and upon approval of the Superintendent, the employee will be allowed to return to work in the same position, if open, or for a position to which certified.

Unless otherwise provided in this article, the Superintendent shall have discretion to approve or disapprove any leave request.

Any member of the bargaining unit returning from disability leave or personal sick leave consisting of more than fifteen (15) consecutive days may be required to provide evidence of ability to return to duty and perform the normal duties of employment prior to return to service.

All leaves are unpaid unless expressly designated as paid leaves in this Article. No unpaid leaves will be authorized except as provided in this agreement or at the discretion of the Superintendent. Unless otherwise provided, all leaves will be requested in writing not less than forty-eight hours in advance of the commencement of the leave.

Any school year in which a bargaining unit member does not serve one hundred twenty (120) days or more in paid status will not be counted as a year of service for purposes of eligibility for continuing or multi-year limited contracts or salary schedule advancement.

Any bargaining unit member absent by reason of leaves authorized under paragraphs C, E, G, I, and K of this article for not more than one school year shall, upon return from such leave, be assigned to the teaching position held at the time the leave commenced if that position is then filled by a substitute teacher, (including a long-term substitute) employed to take the place of the member returning from the leave.

With the exception of the previous paragraph, upon return to service at the expiration of an approved leave, the employee shall resume the contract status which he/she held prior to such leave and shall be assigned to a position for which the employee is certified.

Upon approval of the building principal, bargaining unit members holding supplemental contracts who are granted leaves of absence pursuant to paragraphs G, I, or K of this Article will be permitted to perform and be paid for the supplemental contract duties.

Family Medical Leave Act -- Notwithstanding any provision in the Negotiated Agreement to the contrary, each of the parties reserves all rights and responsibilities provided to employers and employees under the Family and Medical Leave Act (the "Act"), provided that any leave taken pursuant to the Act shall not be in addition to any leave set forth in the Negotiated Agreement or otherwise required by law.

B. Assault Leave

The Board will grant assault leave to bargaining unit members absent due to a physical or psychological disability resulting from assault under the following conditions:

1. Any bargaining unit member who is absent from his/her duties due to a disability resulting from an assault which occurs in the course of the employee's Board employment.
2. The employee shall furnish a signed statement on forms prescribed by the Board justifying the use of assault leave. Likewise, the employee must furnish a certificate from a licensed physician stating the nature of the disability.

Assault leave shall be granted for up to ten (10) days. Additional days may be granted upon submission of a doctor's certification of need.

C. Disability Leave

Disability leave for personal illness, surgery, injury, pregnancy, childbirth, or related medical conditions shall be granted without pay in accordance with the Ohio Revised Code, Section 3319.13 upon the written request of the employee.

The request for such leave shall be delivered to the Superintendent stating the period for which the leave is requested, and shall be accompanied by, or promptly followed by, a written statement from the employee's physician setting forth the reason for the requested leave and the probable duration of the disability. If a bargaining unit member requests to return from leave any time other than the beginning of a semester or the beginning of the next school year, the Board shall have the option of approval or disapproval.

Leave shall initially be granted for a period not to exceed one (1) year, but for no longer than the period of disability. If the disability continues, the employee may make a written request for an additional leave and shall support such request with a second written statement from the physician as to the medical condition of the employee and the probable period of disability. The total period of leave granted for disability shall not exceed two (2) successive school years.

A bargaining unit member on unpaid disability leave shall retain his/her accumulated sick leave. However, he/she shall not accumulate any additional days of allowance during the leave of absence.

D. Unrequested Disability Leave

The Board may, at its discretion, grant unrequested leave of absence and renewal thereof to any bargaining unit member for reasons of physical or mental disability or other reasons as determined by the Board in accordance with Section 3319.13 and 3319.16 of the ORC. Such bargaining unit member shall have the right to a hearing on such unrequested leave of absence or its renewal.

A bargaining unit member on unrequested disability leave shall retain his/her accumulated sick leave. However, he/she shall not accumulate any additional days of allowance during the leave of absence.

A bargaining unit member can request to return from unrequested leave by submitting this request in writing, accompanied by or promptly followed by, a written statement from the employee's physician setting forth a certification that the employee is able to return to work on

the same status as prior to the unrequested disability leave. The Board shall review this request at its next regularly scheduled meeting.

E. Military Leave

Military leave shall be granted in accordance with Section 3319.14 of the Ohio Revised Code.

F. Parental Visitation Leave

Bargaining unit members will be entitled to a paid leave of absence of up to one day per school year (regardless of the number of children the member may have in school) for the purpose of visiting their children's class activities in pre-school and grades K-12 (excluding field trips or field days), kindergarten clinic, or attending college graduation, or other scheduled college activities as approved by the Superintendent. On or before April 15, up to twelve (12%) percent of the certificated employees in each building may be granted personal or parental visitation leave the same day. After April 15, up to six (6%) percent of the certificated employees in each building may be granted personal or parental visitation leave the same day.

G. Unpaid Parental Leave

The Board shall grant bargaining unit members an unpaid parental leave not in excess of one (1) year for the direct necessary care of an infant child, newly adopted child, or a child suffering from a serious extended illness. At no time may more than seven (7) members of the bargaining unit be on approved unpaid parental leave at the same time; at no time may both parents be on parental leave at the same time; and only two (2) unpaid parental leaves will be awarded each bargaining unit member. Leave may be requested and granted in increments of semesters not to exceed one (1) full year. A written request stating the reason and duration of the leave must be submitted to the Superintendent no later than June 1, for the next school year, or no later than forty-five (45) days prior to the beginning of the second semester for action at the next regularly scheduled Board meeting. Requests will be considered on the basis of seniority. If a bargaining unit member requests to return from leave any time other than the beginning of a semester or the beginning of the next school year, the Board shall have the option of approval or disapproval. A bargaining unit member on an unpaid parental leave of absence who wishes to return to duty at the beginning of the next semester or the next school year shall notify the Superintendent in writing of such intention no later than April 1, or sixty (60) days prior to the end of the first semester. If such request is not made, the bargaining unit member shall be considered as having severed his/her employment with the schools.

A bargaining unit member on unpaid parental leave shall retain his/her accumulated sick leave. However, he/she shall not accumulate any additional days of allowance during the leave of absence.

H. Personal Leave

Each bargaining unit member will be allowed three (3) days of unrestricted leave during the school year (not to be accumulated) without loss of salary to conduct personal matters. Personal leave shall not be used to extend holidays, recesses, or any period of excused absence.

An employee must apply for all personal leave day(s) by completing the appropriate form and submitting it to the building principal or designee for approval as far in advance of the expected absence as possible. Notice must be received forty-eight (48) hours in advance of the day(s) to be taken except in the case of emergency in which the 48-hour requirement may be waived. In

the event of an emergency which precludes the employee contacting the Superintendent, retroactive leave may or may not be granted.

On or before April 15, up to twelve (12%) percent of the bargaining unit members in each building may be granted personal leave or parental visitation leave on the same day. After April 15, up to six (6%) percent of the bargaining unit members in each building may be granted personal or parental visitation leave the same day.

At the start of each school year, a chart indicating the number of bargaining unit members in each building that may be granted these leaves on the same day will be made available by the Board. The calculations for this chart will be based on the above percentages and the number of bargaining unit members assigned to each building.

Bargaining unit members will be paid an additional stipend at the rate of twenty-five dollars (\$25.00) per day for up to two and one-half (2 ½) unused personal days (in ½ day increments) or one hundred dollars (\$100.00) if no personal leave days are used in the year. The stipend will be paid with the second pay in June.

I. Political Leave

Any bargaining unit member who wishes to become a candidate for public office and serve in such elective office shall be allowed a leave of absence without pay in order to run for, or serve in, public office.

The request for such leave shall be submitted by July 1 for a first semester leave and November 15 for a second semester leave. A political leave of absence shall be granted on semester intervals.

J. Professional Leave

Bargaining unit members are encouraged to attend professional meetings that contribute to the education program.

In order to request attendance at these meetings the following procedure shall be used: Written request shall be submitted to the Superintendent not less than forty-eight (48) hours in advance of the requested leave. The Superintendent, at his/her discretion, shall have authority to grant such requests without loss of pay, with or without payment of expenses, or not to grant the request for professional leave.

Bargaining unit members may request up to two days per school year of professional leave to attend workshops, conferences, clinics and other professional presentations directly related to the member's duties under a supplemental contract. Such leave will not be authorized for the purpose of attending contests or athletic events. Not more than two professional leave days related to supplemental contract duties may be requested by a member in any year, regardless of the number of supplemental contracts held by that member. All such requests will be submitted and considered in the same fashion as all other professional leave requests under this Article.

If authorized, transportation, meals, lodging, and registration expenses may be paid by the Board. Only the approved amounts may be considered for reimbursement.

Bargaining unit members will not be denied professional leave based on absences for assigned duties other than professional leave.

The Superintendent may require bargaining unit members to attend professional meetings which do not require overnight lodging or weekend commitment. If required, at least forty-eight (48) hours advance notice will be provided and all reasonable and necessary expenses paid by the Board.

K. Unpaid Leave for Professional Improvement

The Board will permit bargaining unit members to take an unpaid leave of absence not in excess of one (1) year in length for professional improvement directly related to the field of education. Leaves may be requested and granted in increments of semesters not to exceed one full year. A written request stating the reason and duration of the leave must be submitted to the Superintendent not later than April 1, for the next school year or no later than sixty (60) days prior to the beginning of the second semester. If a bargaining unit member requests an early termination of his/her leave, the Board shall have the option of approval or disapproval. A bargaining unit member on unpaid leave for professional improvement who wishes to return to duty at the beginning of the next semester or at the next school year shall notify the Superintendent in writing of such intention no later than April 1 or sixty (60) days prior to the end of the semester in which the leave was granted. If such request is not made, the bargaining unit member shall be considered as having severed his/her employment with the schools.

A maximum of three (3) percent (to the lesser whole number) of the bargaining unit members may be on leave for professional improvement at any one time.

A bargaining unit member must complete five (5) years of service in the Napoleon Area City School District before a leave for professional improvement may be granted. Only one such leave shall be granted the member during any five (5) year period thereafter.

One (1) school year of study shall be counted as one (1) year of experience on the salary schedule if the employee has furnished the Board with a transcript and the employee maintained a full-time student status per term. The transcript shall also reflect successful completion of all hours attempted.

A bargaining unit member on unpaid leave for professional improvement shall retain his/her accumulated sick leave. However, he/she shall not accumulate any additional days of allowance during the leave of absence.

L. Sick Leave

Each bargaining unit member shall be entitled to sick leave credited at one and one-fourth (1 1/4) days for each month for a total of fifteen (15) days during the year. Sick leave may be used in increments of one-half (1/2) or one (1) day. All crediting and deduction of sick leave will be recorded in hours and applied based on the normal work schedule of the employee at the time that the sick leave is accrued or used. The sick leave may be used by the employee for absence due to:

1. Personal illness, illness or disability due to pregnancy, adoption, injury, exposure to contagious disease which could be communicated to other employees (quarantine).
2. Attend to illness in the employee's immediate family. Immediate family is defined as one's spouse or children or any person living fulltime in the domicile of the employee and dependent upon the employee and/or spouse.
3. Attend to illness to mother or father. Pay for ten (10) working days per year shall be allowed.

4. Attend to illness to immediate relative which includes grandmother, grandfather, sister, brother, mother-in-law, father-in-law, or anyone who has virtually held the position stated herein. Pay for five (5) working days per year shall be allowed.
5. Death and burial of a member of the family.
  - a. For immediate relative--mother, father, grandmother, grandfather, sister, brother, husband, wife, child, mother-in-law, father-in-law, or anyone who has virtually held the position of parent or child. Pay for five (5) consecutive working days shall be allowed. Additional days for travel in excess of three hundred miles may be awarded at the discretion of the Superintendent.
  - b. For less immediate relatives--uncle, aunt, nephew, niece, cousin, brother-in-law, sister-in-law. Pay for one (1) day plus travel time shall be allowed.
  - c. If the member of the family under "b" classification above was a permanent member of the employee's home, then the allowance shall be five (5) full days.
6. Attendance to funeral of a friend. One (1) day shall be allowed for the funeral of a friend. Additional days for travel in excess of three hundred miles may be awarded at the discretion of the Superintendent.
7. Adoption. Up to twenty (20) consecutive work days in connection with the adoption of a child. Additional days may be awarded at the discretion of the Superintendent.

Personnel absence forms may be secured from the employee's principal. Each bargaining unit member is required to furnish a written, signed statement on such prescribed form to justify the use of sick leave. After fifteen (15) consecutive days of personal sick leave absence, the Superintendent or designee may request a signed statement from the bargaining unit member's attending physician justifying the use of sick leave and/or indicating the expected date when the bargaining unit member will be capable of returning to work. Unused sick leave may be accumulated up to 235 work days. An employee who has accumulated unused days of sick leave in another public agency in Ohio (since 1949) shall present a properly certified record of these days upon employment in this school system. This number of unused days of sick leave on such record shall be credited to his/her accumulated record while employed in this school system provided that such re-employment takes place within ten (10) years of the last termination of public service. Sick leave transfer requests must be in writing from an authorized person from the other public agency.

Newly employed bargaining unit members who have no accumulation of sick leave and other bargaining unit members who have exhausted all accumulated sick leave may be advanced up to five (5) days sick leave in any fiscal year to be charged against sick leave subsequently accumulated. No bargaining unit member may have more than a total of five (5) days advanced sick leave at any time. Advancements of sick leave outstanding at the time the member leaves Board employment will be repaid from the member's final pay.

After exhaustion of all available sick leave, the bargaining unit member will apply for a leave of absence which may be granted for not more than one calendar year and renewed for one additional calendar year or submit a request for additional days from the sick leave bank.

Falsification of a statement will cause the Board to deduct wages. Falsification of a statement on the first offense will result in a two day deduct of wages. Falsification of a statement on the second offense will result in termination of contract.

M. Sick Leave Bank

Only bargaining unit members who conform to the following criteria and voluntarily contribute to the sick leave bank shall be eligible to derive benefits from the sick leave bank.

1. Bargaining unit members desiring membership in the sick leave bank shall enroll within 15 working days of an open enrollment period. A bargaining unit member hired after the enrollment period shall have 15 working days from their employment date to enroll under this provision.
2. If the bargaining unit member drops from the sick leave bank during the open enrollment period, all sick leave donated by the individual shall remain in the bank.
3. Bargaining unit members who have no accumulated sick leave, or less than 15 days, but desire to join the sick leave bank, shall not be required to donate days to the bank until their accumulation exceeds 15 days. Once accumulation reaches 15 days, the bargaining unit members shall contribute the necessary days to the bank in order to clear their deficit of owed days.
4. Members of the bank shall contribute two days to initially enroll. If the number of days in the sick leave bank total fifty (50) or less days, the committee, at its discretion, may establish other open enrollment periods during the school year. Members of the sick leave bank must donate two (2) additional days during any such open enrollment period to maintain membership in the sick leave bank.
5. If bargaining unit members who were eligible at the inception of the sick leave bank choose to join after the inception, they must make up all days which they would have been assessed if they would have joined when they were first eligible. i.e., two (2) days for initial enrollment, plus two (2) days for any subsequent enrollment period listed in #4 (if any).
6. The Sick Leave Bank Committee shall transmit all information generated due to an open enrollment period to the Treasurer of the District within fifteen (15) working days of the close of the open enrollment period.

Administration of the Sick Leave Bank and Procedures:

1. The sick leave bank is the sole and exclusive right of the Committee to administer.
2. Each building in the Napoleon Area School District shall have one member representative. The Association President shall appoint the representative for each building. The Association President shall serve as the representative for the building in which President is assigned. The Superintendent and Building Principal of the bargaining unit member applying for withdrawal from the bank shall represent the Board of Education. Each representative shall have an equal vote.
3. The President of the Association shall preside as chairperson over the committee meetings and is responsible for calling meetings when necessary. The chairperson shall handle all communication to the Board's Treasurer in regard to sick leave day advancement to any applicant.
4. After the request and use of five days advanced sick leave, members may make application to the Sick Leave Bank Committee by sending a letter to the chairperson requesting the number of days needed and a signed doctor's statement or a letter detailing the reason(s)

why their absence from work will run beyond their total number of accumulated sick leave days. This request may be submitted by the bargaining unit member or by a person acting on behalf of the bargaining unit member in the event the member is unable to file the request.

5. The decision of the committee is final and binding on the applicant and thus is not subject to the grievance procedure.
6. The request for sick leave day(s) from the bank shall be considered for catastrophic reasons related to conditions due to the following:
  - a. Personal illness.
  - b. Attend to illness in the immediate family; spouse, child, mother, father, brother, sister, grandparent, grandchild, aunt, uncle, respective in-laws, or any other person who assumes a similar relationship to the employee.
  - c. Death within the immediate family.
  - d. Persons in need of additional days due to the birth of a child or the adoption of a child and, due to compelling reasons, require additional time.
7. Requests for day(s) from the sick leave bank can be made prior to the expiration of the bargaining unit member's accumulated sick leave days.
8. Should the bargaining unit members return before the assigned day(s) have been used, the remaining days shall become part of their accumulated sick leave balance.
9. At the end of each year, the chairperson of the Sick Leave Bank Committee and the Treasurer shall reconcile the balance of the days in the sick leave bank and the roster of members participating in the bank. Also at the end of the year, the sick leave bank committee shall review the guidelines of the sick leave bank and its use. If the committee feels changes need to be made, the chairperson will present these concerns to the Association's Executive Committee. The Executive Committee will then discuss and vote on the proposals. Any changes will then be put into a Memorandum of Understanding and bargaining unit members will be notified of any changes. The Sick Leave Bank Committee for purposes of this paragraph shall include the District Treasurer and the Superintendent's designee in place of the building principal listed in #2 above.

N. Legal Obligations

The Board will grant leave with pay to those members of the bargaining unit in the case of jury duty. If on jury duty, pay for days of such absences shall be based on the difference between the employee's regular compensation and the remuneration received for serving as a juror. The Board will also grant leave with pay to those members of the bargaining unit when subpoenaed or required to make a court appearance (other than personal criminal prosecution if found guilty) for Napoleon Area City School District related matters. At no time will a bargaining unit member be paid for absence from duty while testifying in matters adverse to the Board of Education if the member is subpoenaed by or called on behalf of the Association or any of its individual members and the decision rendered is in favor of the Board of Education.

Bargaining unit members required by subpoena to attend court proceedings on non-school related matters will be paid for up to two (2) days of required attendance in an amount equal to the employee's regular daily rate of pay. Unpaid leave will be granted for required attendance

beyond the two paid days. Additional days may be granted at the discretion of the Superintendent.

O. Association Leave

1. The Board agrees to permit each duly elected delegate of the Association leave of one (1) day to attend the OEA Representative Assemblies with the continuation of salary.
2. Bargaining unit members elected or appointed to a governing body of the Association shall be granted leave for the purpose of attending district, state, or national meetings outside the Napoleon Area School District. The total number of Association leave days shall not exceed a combined total of six (6) days in any given school year for the purposes of paragraph two (2). Only two members may be absent on Association leave at any one time under paragraph two (2).
3. Members granted Association leave will be paid full salary and benefits while on such leave, but the Board shall not pay any expenses connected with the Association leave. The Association will reimburse the Board for the costs of all substitute teachers employed as a result of the use of Association leave authorized under paragraph two (2).
4. Members desiring to be released from duty on Association leave shall submit written requests for such leave on a form provided by the Board. Such requests will be submitted not less than forty-eight (48) hours in advance of the beginning of the requested leave.

P. Unpaid Leave

An employee shall be eligible for up to three (3) days of unpaid leave during the term of this negotiated agreement. Not more than two teachers may be on this type of leave simultaneously. Unless waived by the Superintendent, at least 48 hours notice shall be provided by the employee. Leave for more than three (3) days may be granted at the discretion of the Superintendent and is not subject to Article XII, Grievance Procedure.

Q. Unpaid Leave of Absence

Upon request by a member of the bargaining unit, the Board of Education shall grant an unpaid leave of absence for up to one year for the following:

1. For professional growth which shall include travel, professional study, or other pursuits that will improve employee competency. A tentative professional growth plan will be submitted that outlines the potential educational benefits for Napoleon Area City School District. Upon return, a final report will be submitted that includes specific inservice or staff development activities to be completed by the bargaining unit member upon his/her return to the district. The professional growth plan will be mutually agreed to by the bargaining unit member and Superintendent.
2. To conduct matters related to a political office to which he/she is elected or appointed or be employed by an educational association.

Duration: The application shall be submitted to the Superintendent no later than thirty (30) days prior to the commencement of the leave. In the event of extenuating circumstances, the thirty (30) day notification period shall be waived. No more than two (2) members of the bargaining unit may be approved at one time except at discretion of the Superintendent.

The Superintendent and employee shall meet to discuss the period of time requested for the unpaid leave. The bargaining unit member shall state their expected return date on their application for the unpaid leave. Attempts will be made to minimize disruption to the educational process for students by leaving and returning at the beginning of a school year.

If the bargaining unit member desires to extend the leave of absence to the next school year, such notice shall be filed with the Superintendent by April 1. The Superintendent and bargaining unit member shall meet to discuss the extension with the final determination for extension to be the Superintendent's decision.

The bargaining unit member shall remain at the pay step commensurate with where they were prior to a leave unless an advanced degree has been earned or additional hours gained to advance on the pay scale.

## ARTICLE XVI: COMPENSATION AND REIMBURSEMENTS

### A. Reimbursement for College Credit

As an incentive for bargaining unit members to remain current with subject matter information and teaching techniques in their major field of study or NAS assignment as well as provide encouragement for bargaining unit members to obtain additional certification in service area needs like guidance, speech and hearing, library, administration, etc., the Board will appropriate a maximum per fiscal year of \$61,740 for all years of this agreement, and will distribute it according to the procedures below. No appropriation will be required for any fiscal year in which the district has been certified by the Auditor of State to have a projected operating deficit pursuant to Revised Code Section 3313.483.

Procedures:

1. Reimbursement shall be made at the rate of \$185.00 per approved graduate semester credit hour for the duration of this agreement. For credit hours that cost less than these amounts, reimbursement will be made at the actual cost per semester credit hour. The foregoing reimbursement rates will apply to classes that start on or after July 1 of the given school year.
2. Quarter hours will be converted to semester hours by a ratio of 3:2.
3. Bargaining unit members interested in reimbursement shall submit a transcript certifying satisfactory completion of credits and a reimbursement form. Reimbursement shall be paid at the time of the next regularly scheduled payroll which occurs more than five (5) days after receipt of transcript and reimbursement form. In the event that reimbursement requests exceed the total amount appropriated for the fiscal year, the excess reimbursement requests will be reimbursed at the time of the first regularly scheduled payroll after July 1 in the next fiscal year. No deductions will be made from the reimbursement check except as required by law.
4. Bargaining unit members expecting reimbursement for semester credit outside the field of education or undergraduate semester credit in the field of education shall obtain the approval of the Superintendent prior to admission to the course.
5. Bargaining unit members must show a receipt for reimbursement. Such receipt must be received in the office of the Superintendent no later than three (3) months from the completion of the course.

### B. Student Teacher Reimbursement

Any stipend paid by a college or university for allowing students to fulfill their student teacher requirements or student observation requirements in the Napoleon Area City School District shall be paid directly to the supervising bargaining unit member. Such payment shall be authorized by means of a supplemental contract. Bargaining unit member duties and responsibilities shall be prescribed in the supplemental contract. No bargaining unit member shall be obligated to supervise a student teacher unless said bargaining unit member consents to that responsibility.

C. Mileage Reimbursement

Bargaining unit members required in the course of their work to drive personal automobiles shall receive a car allowance in accordance with current Board policy.

D. Extra Duty Pay

1. K-5 - Bargaining unit members may be required to perform additional supervisory responsibilities during scheduled conference time, only after it has first been requested of all other available bargaining unit members. In the event that a bargaining unit member performs additional supervisory responsibilities during scheduled conference time, the member will be reimbursed at the rate of \$15.00 per period for each period of extra duty assignment.
2. 6-12 - A \$15.00 stipend per period will be paid to any bargaining unit member who is requested by the building administrator to be responsible for additional classroom supervision during one's conference period or a regularly scheduled class (other than study hall).
3. Large Study Hall Stipend: Bargaining unit members assigned to monitor large study halls in the middle and high schools and who are assigned additional students above the number regularly assigned the study hall for that period will receive a five dollar (\$5.00) per period stipend for any period in which the total students in the study hall for that period exceed the assigned number by more than thirty (30) pupils and the total number of pupils in the study hall is more than eighty (80) pupils.
4. Traveling Teachers' Daily Schedule: If a traveling teacher's daily schedule exceeds a total of 270 minutes of classroom instruction on a regularly scheduled basis, that teacher shall be paid \$250.00 in a lump sum in the first paycheck in June.

Members (except for traveling teachers) requesting compensation for extra duty assignments will submit time slips to their immediate supervisor prior to the end of the pay period in which the extra duty was performed.

E. Compensation For Required Conference Attendance

Bargaining unit members required by the Principal, with the written prior approval of the Superintendent, to attend a conference on non-school time for which compensation or reimbursement of expenses is not otherwise available under this agreement will be compensated for time actually spent in attendance (exclusive of travel time) and will be reimbursed the reasonable and necessary expenses of travel in the same fashion as other reimbursable travel expenses are paid. Compensation will be paid at the rate of \$10.00 per hour. If required, at least forty-eight (48) hours advance notice will be provided.

No additional compensation will be paid bargaining unit members other than that provided in this agreement for the performance of those duties set forth in their adopted job descriptions, those duties recognized in the negotiated agreement or such additional duties as have, by tradition, custom and practice of the school district, have been the responsibility of the bargaining unit member such as, for example and not by way of limitation, attendance at parent-teacher conferences (both within and outside the regular school day), open house, and IEP conferences, staff and intervention meetings.

F. Staff Development Focus

Three additional days beyond the 186 contracted days may be set aside in each contract year for in-depth teacher development programs for the purpose of improvement of instruction. This may include, but not be limited to, a) development of site-based decision-making and related matters, b) district wide curriculum and curriculum development and instruction matters, c) building, grade level and subject area matters, d) addressing child specific problems such as intervention planning and meeting the requirements of increased testing and reporting, and e) other subjects as recommended by the Superintendent.

A \$300 stipend will be awarded each staff member participating in the program. Participation is voluntary; however, the staff member must participate in all three days in order to receive the stipend. The Superintendent will also seek a reduced rate for university credit for these three staff days.

G. Retirement Pay

1. Severance Pay: Each retiring member of the bargaining unit shall, upon application, be entitled to receive severance pay. Severance pay will be based on twenty-five (25) percent of the member's accrued but unused sick leave not to exceed a total of 200 days for a maximum severance payment of 50 days pay.
  - a. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria:
    1. The employee must have had not less than five (5) years of service with Napoleon Area City School District;
    2. The employee actually terminates his/her employment with the Board and retires;
    3. The words "retires" or "retirement", as used herein, mean disability or service retirement under STRS in Ohio;
    4. If the employee is otherwise eligible for retirement, except for the attainment of retirement age, he/she shall be entitled to payment of accrued but unused sick leave if he/she attains retirement age during the 180 day period following the date on which their employment is terminated;
    5. The employee must, at the time of receiving his/her payment as provided herein, certify that all of the conditions and criteria set forth in this policy have been met, and shall supply such proof of documentation as may reasonably be required.
    6. Severance shall include death in which event the payment shall be made to the spouse/estate of the deceased. For this payment, all other requirements shall be waived.
  - b. Payment as provided herein shall be made in one (1) lump sum to the VALIC Special Pay Plan account of the person entitled thereto. Such payment shall be made no later than the last day of the month following the month in which the retiring employee 1) submits evidence of the employee having received his/her first retirement check from the retirement system and 2) meets all other conditions.

- c. The amount of benefit due the retiring employee shall be determined by:
  - 1. Multiplying the member's accrued but unused sick leave (up to a maximum of 200) days by twenty-five (25) percent;
  - 2. Dividing the annual salary as determined by the employee's placement on the appropriate salary schedule by the number of required work days to obtain the per diem rate;
  - 3. Multiplying the product of "a" above by the employee's per diem rate;
- d. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued but unused by the employee.

2. Service Retirement Recognition Stipend: Bargaining Unit Members who first become eligible (have five years of service credit and have attained age sixty, or have twenty-five years of service credit and have attained age fifty-five, or have thirty years of service credit) to retire from Napoleon Area City School District and who are qualified for and receive service retirement benefits from STRS will be eligible for a service retirement recognition stipend (the stipend). The stipend will be a one-time cash payment of \$9,000.00. In order to qualify for the stipend the member must give notice of intent to retire to the Superintendent or designee not later than March 1 of the year in which he/she is first eligible to retire, and retire at the end of that school year. The stipend will be paid to the VALIC Special Pay Plan account of the person entitled thereto. Such payment shall be made no later than the last day of the month following the month in which the retiring employee submits evidence of the employee having received his/her first retirement check from the retirement system.

#### H. Payroll Practices

Pay Period: Twenty-six (26) equal biweekly checks to be distributed September through August. In the event that it becomes necessary to adjust the pay period schedule to comply with state law, regulations, or directives of the Auditor of State, the pay periods shall be adjusted only after the Association has been given prior notice and an Association representative has been given an opportunity to meet with the Superintendent to discuss the adjustments.

The Board will agree to issue paychecks on the last work day prior to a holiday, if doing so does not move the paycheck: 1) from one calendar year to another; 2) from one fiscal year to another; and 3) more than two calendar days from the date the check would normally be issued.

Payroll Deductions: Upon receipt of ten (10) appropriate written authorization forms from the bargaining unit members, the Board shall deduct from the salary of those employees and make appropriate remittance for NFA dues, and for all plans and programs jointly approved by the Association and the Board. Excluding NFA dues, all plans and programs jointly approved will be offered a second open enrollment period between February 1 and February 15. Changes in deductions would commence with the first pay in March.

Dues deducted from salaries of members of the Association shall be available to the Treasurer of the Association immediately after the pay period.

Deductions for membership dues will commence with the individual's third (3rd) regular pay and extend through the seventeenth (17th) regular pay. The deductions will be as nearly equal in amount as possible for the individual. The Association, on or before ten (10) work days prior to the third (3rd) regular pay period shall transmit to the employer a list of those employees who

have properly signed payroll deduction authorizations and submitted them to the Association. The list shall include the total amount to be deducted.

Should any employee sever his/her relationship with the District, other than death, in mid-year, the Board shall deduct the remaining annual dues from the employee's last paycheck and transmit that amount to the Association pursuant to the above procedure.

Once an employee has properly signed a payroll deduction authorization form, the Treasurer shall continue the deduction. If the employee does not desire payroll deduction of dues then he/she shall notify in writing the Treasurer of the District and the Treasurer of the Association between August 1st and August 31st of the year preceding membership.

Direct Deposit: All bargaining unit members who begin employment with the Napoleon Area City School District Board of Education in the 2006-07 school year or thereafter shall be required to have their net pay after deductions direct deposited into no more than three accounts of their choosing. Bargaining unit members who began employment with the School District prior to the 2006-07 school year may choose to have their net pay after deductions direct deposited into no more than three accounts of their choosing. Any bargaining unit member who is participating in this program shall notify the School District Treasurer of any changes in his/her accounts. The Board of Education will not be responsible for any errors that occur as a result of the bargaining unit member's failure to notify the Treasurer of a change in his/her accounts. The Board of Education will reimburse a bargaining unit member the actual cost incurred should the Board fail to transfer funds into the member's accounts as scheduled.

I. STRS Pick-Up

The Board agrees to pick-up contributions to the State Teachers Retirement System on behalf of the employees in the bargaining unit as a condition of employment according to the following terms and conditions.

1. The amount to be picked up and paid on behalf of each employee shall be the employee's required contribution to the State Teacher Retirement System. The employee's annual compensation shall be reduced by an amount equal to the amount picked up by the Board. At no time will the bargaining unit member be permitted to exceed the law in delaying compensation.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. The amount contributed by the Board on behalf of the member of the bargaining unit shall be treated as a mandatory salary reduction. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick up.
4. Sick leave, severance, supplemental, extended service pay, etc., which are indexed to or otherwise determined by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.
5. This article shall be at no cost to the Board.
6. It will be the responsibility of each member of the bargaining unit to limit the amount of income sheltered from federal, state, and local taxation to no more than the maximum authorized by law. Such member will hold the Board harmless from any loss, costs, damages, or penalties which may result from compliance with this section.

J. Salary Schedules

1. Base Salary: The base salary and index of each full time bargaining unit member covered by this Agreement is calculated according to the adopted salary schedule. Each less than full time bargaining unit member shall receive a pro-rated salary as per the adopted salary schedule.

The base on the salary schedule will remain at \$31,205 throughout the life of this agreement (see Exhibit A). In the event that employees of the Board outside of this bargaining unit receive pay raises with effective dates between July 1, 2011 and June 30, 2014, the Board agrees that the base salary of this Agreement will be raised by the same percentage effective on the date that such raise is effective for the other employees. This provision specifically excludes the following raises: 1) The raise already contained in the Board's existing agreement with OAPSE. 2) Any increase in pay that occurs as part of a step based on experience or additional education/training as covered in an existing pay/salary schedule. 3) Any increase in pay due to increase in hours/days worked. 4) Any increase in pay to compensate administrators for the loss of Board pickup of the administrators' STRS contribution only to the extent that such an increase covers the reduction in the Board's pickup. Additionally, the Board may exempt from this provision no more than two (2) instances during the life of this agreement where it gives an individual employee a raise that it deems necessary.

2. Extra-Curricular Salary Schedule: Bargaining unit members contracted to supplemental positions shall be paid according to the indices and/or dollar amounts on the extra-curricular salary schedule. When using the indices, the index shall be multiplied by the base salary of the Bachelor Degree. After three (3) consecutive years of experience in NAS in the same supplemental area except time slips, the index will change from being multiplied by the B.A. base salary to the B.A. Step 3 salary; after five (5) consecutive years, B.A. Step 5 salary; and after seven (7) consecutive years, B.A. Step 7 salary (See Exhibit B). (Examples of movement within the same supplemental area would include the following: moving between coaching positions in the same sport, moving from sophomore class advisor to junior class advisor, moving from assistant drama director to drama director.)

K. Salary Schedule Placement

Bargaining unit members shall be annually placed on the salary schedule according to the highest degree which they have attained plus the number of semester hours (graduate or undergraduate) as allowed by the adopted salary schedule.

Effective with the 1993-94 school year, service of less than full time will be credited at the rate of one year of salary schedule advancement for each year of service. (The 1993-94 placement of part-time teachers on the salary schedule will not be affected by this change, i.e. the calculation will not be retroactive.)

Upon completion of additional course work to qualify for a change in placement on the salary schedule, the bargaining unit member will submit a transcript or letter of verification followed by a transcript reflecting the additional credit hours or degree. Beginning with the date of submission, the member will be paid at the higher rate for the remaining days in the contract year with the increase evenly divided among the paychecks remaining.

Each bargaining unit member will be provided an annual salary notice with his/her first paycheck of the school year. The placement of a bargaining unit member on the salary schedule will be based on training and experience information contained in the Board files. Bargaining unit

members will report any errors on the salary notice to the Treasurer prior to the end of the individual's third pay period. Adjustments will be made as appropriate.

Bargaining unit members shall provide the Superintendent with a copy of all current certificates and college transcripts ten (10) days prior to the issuance of the first (1st) regular pay. Failure to provide and maintain copies of current valid certificates, and for new employees college transcripts, shall be grounds to withhold employee earnings until such time the employee completes said requirement.

Beginning with the 1994-95 school year, newly hired teachers shall be credited, for salary schedule placement purposes, with one year's service credit for each year of previous experience which meets the requirements of O.R.C. 3317.13 and 3317.14 up to five years. Previous service in excess of five years may or may not be granted at the discretion of the Board.

## ARTICLE XVII: FRINGE BENEFITS

### A. GENERAL PROVISIONS

1. Insurance Carrier: The Board will determine the insurance carrier(s) or plan administrator(s) (in the event of self-funded plan) if any, who will provide or administer the benefits set forth in this Agreement. The carrier or plan administrator may be changed from time to time as determined by the Board provided that the benefit levels provided in Article XVII. A. 4. will not be reduced as the result of such change. The Association will be provided with one copy of each group health, dental, and life insurance policy providing group insurance benefits for bargaining unit members. The Association will be notified prior to any change in insurance carrier(s) or plan administrator(s) for any insured health benefit provided in this agreement.
2. Part-time Employees: Bargaining unit members who are regularly scheduled to work less than full time per week will receive Board paid monthly contributions to their insurance coverages in amounts pro-rated in accordance with the following schedule:
  - 25% - 0-9 hours per week.
  - 50% - More than 9 through 18 hours per week.
  - 75% - More than 18 through 28 hours per week.
  - 100% - Over 28 hours per week.
3. Proration of Fringe Benefits for Employees who do not Complete the School Year: In the event an employee does not complete the school year (185 days in 2011-2012 and 2012-2013 / 184 days in 2013-2014) on a paid basis, the employee shall be entitled to either of the following options with regard to the package of fringe benefits to which the employee subscribed at the time the employee's paid days conclude:
  - a. The employee's fringe benefits will continue to be paid by the Board through the end of the month in which paid days concluded, or
  - b. The employee may elect either:
    - 1) to receive any remaining salaries due in a lump sum paycheck in the first full pay period following the completion of service, in which case the Board's obligation to pay fringe benefit cost will terminate at the time of the lump sum payment, or
    - 2) to receive any remaining salaries due in accordance with the payroll schedule until any remaining salaries due the employee are paid, in which case the Board's obligation to pay fringe benefit cost will terminate at the time the employee receives his/her last check.

Written notice of the employee's election shall be given to the Treasurer as soon as practical and not later than the time the employee's paid days conclude.
4. Benefit Levels: Unless otherwise indicated, all levels of insurance benefits will refer to those in effect for members of the bargaining unit or otherwise available to members of the bargaining unit under policies in effect on the first day of this Agreement.
5. Employee Contributions: Unless otherwise provided, any employee contributions to the purchase of insurance benefits provided in this agreement will be made by payroll

deduction. Bargaining unit members for whom such deductions are required will execute the necessary forms authorizing the Treasurer to make those deductions.

6. Employees on Unpaid Leave: A bargaining unit member on an approved unpaid leave of absence may, subject to the limitations of the plan(s) and the exercise, if necessary, of health insurance continuation rights under the C.O.B.R.A., continue any and all of their group insurance benefits.

B. Life Insurance

The Board will purchase a group term life insurance policy providing life insurance benefits of \$50,000 for each member of the bargaining unit. Bargaining unit members may purchase additional group term life insurance through NBEC at their own cost through payroll deduction.

C. Dental Insurance

The Board shall provide dental insurance protection with coverage provided with the following specifications:

<u>Class</u>	<u>Individual Deductible Per Calendar Year</u>	<u>Family Deductible Per Calendar Year</u>	<u>Coinsurance Amounts</u>
I	None	None	100%
II	\$25.00	\$50.00	80%
III	\$25.00	\$50.00	60%
IV	None	None	60%

Calendar year maximum for all Class I, II, and III expenses, \$1,000 per person. Orthodontic lifetime maximum for all Class IV expenses, \$1,000 per person.

D. Health Insurance

1. The Board will make available the Access Plus 1A Medical Plan for all eligible bargaining unit members with all levels of insurance benefits as they existed for the plan as of January 1, 2011. (Deductibles, out of pocket expenses and copays are subject to indexing.)
2. Effective January 1, 2012, the Board will offer a High Deductible Health Plan (HDHP) as a second health insurance option. Those bargaining unit members who elect to switch coverage from the Access Plus 1A Plan to the HDHP will also be eligible to participate in a Health Savings Account (HSA). During the 2012 calendar year only, the Board will match employee contributions to the HSA subject to a \$600 limit for each single HDHP and a \$1500 limit for each family HDHP. Bargaining unit members (and covered spouse/dependents) enrolled in the Access Plus 1A or the HDHP may elect annually in November to switch between the two plans with coverage changing the following January 1.
3. The bargaining unit member who elects to receive coverage under the Access Plus 1A Plan will pay a monthly amount toward the premium based on the following chart:

<u>Premium Months</u>	<u>Single</u>	<u>Family</u>
July 2011 - June 2012	\$18	\$90
July 2012 – June 2013	\$37	\$99
July 2013 – June 2014	10%	10%

The bargaining unit member who elects to participate in the HDHP (single or family coverage) will pay a monthly amount equal to 4% of the premium.

4. Spouses who receive employer paid health insurance will be required to utilize Board provided insurance only as a secondary insurance.
5. Bargaining unit members who are eligible for insurance coverage by reason of their employment with Napoleon Area City School District and who are also eligible for insurance coverage as an insured dependent of an employee of Napoleon Area City School District will, jointly with the other insured employee, be eligible for Board contributions up to the amount contributed toward one family policy. The bargaining unit member who is insured as a dependent and not the holder of the family health insurance coverage will be entitled to participate in the Health Insurance Conservation Incentive Plan as described in Section E below as a person eligible for family insurance coverage and not subscribing for such coverage if that bargaining unit member was enrolled in the Health Conservation Incentive Plan as of June 1, 2011. Such bargaining unit members will be permitted to continue participation in the Health Insurance Conservation Plan through the last day of June 2014 at which point such bargaining unit members will no longer be eligible to participate in the plan. Additionally, the percentage of the Board's portion to which such members would be entitled under E2 of this Article will be reduced to the following percentages: 40% for payments July 2011 – June 2012; 30% July 2012 – June 2013; 20% July 2013 – June 2014.
6. The Association and the Board agree that the Board shall not be required to make available to or to inform bargaining unit members of the Association of any option to enroll in a health maintenance organization pursuant to Chapter 1742 of the Ohio Revised Code.

E. Health Insurance Conservation Incentive Plan  
The Board will implement the following plan:

1. Eligible participants: Full time bargaining unit members who are insured under a health insurance plan other than that provided in this agreement and who are, in any month, eligible to receive Board paid contributions to health insurance plan benefits provided in this agreement, and who do not subscribe to those insurance benefits and for whom the Board makes no insurance premium contributions, are eligible to participate in the Health Insurance Conservation Incentive Plan for that month.
2. Plan Benefits: Each eligible plan participant will receive an incentive payment equal to 45% of the amount which the Board would have been required to contribute to that members health insurance premium payment had the member subscribed to that coverage. The amount of incentive payment will be based on the maximum coverage for which the bargaining unit member was eligible during the preceding months and will be paid with the first paycheck of the month following the month in which the premium would have been paid.
3. Involuntary Changes in Insured Status: Any bargaining unit member who participates in the health insurance conservation incentive plan, and who involuntarily loses other insurance coverage through layoff of a spouse, death of a spouse, or divorce from a spouse will be permitted to enroll in Board provided health insurance plan(s). Notice of intent to enroll will be provided the Treasurer not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month.
4. Voluntary Changes in Insured Status: Subject to the provisions of paragraph D. 3, any bargaining unit member who participates in the insurance conservation incentive plan may enroll in Board provided insurance plan(s) during any open enrollment period if and when one occurs.

F. Section 125 Cafeteria Plan

The Board of Education has in place a benefit plan as provided under Section 125 of the Internal Revenue Code (the Plan). The plan will include those benefits established in the negotiated agreement and, to the extent permissible under current regulations, provide for the tax shelter of any payments required of bargaining unit members for the purchase of those benefits. Any such plan will be subject to change in the event of a change in the applicable tax laws or regulations. The Association will be notified prior to the implementation of any such change.

G. Vision Insurance

The Board shall provide vision insurance protection with coverage provided under specifications listed in Plan 1A, available through NBEC.

## ARTICLE XVIII: ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

### A. Association-Administration Discussions

The Superintendent, Assistant Superintendent or designee, and the Association President, President-elect, or designee will meet on a regularly scheduled basis before and after each Board meeting. The purpose of these meetings shall be to discuss Board agenda items and any other issues that may arise between the parties. An annual schedule of these meetings will be established by the Superintendent and the Association President. Meetings may be added, or other changes may be made to the schedule if mutually agreed upon. The Board and the Association may be represented by one additional person ("third party representative") to be designated by the Superintendent or the Association President respectively.

An agenda of items to be discussed at the meeting and the identity of any third party representatives shall be provided prior to the meeting. Each party will respond in a timely manner to requests for information made by the other party.

The agenda provided to the Board members prior to each Board meeting will be provided to the Association President at the same time and in the same manner as it is provided to Board members.

### B. Receipt of Public Information

Upon the request of the President of the Association, the Treasurer of the Board and/or the Superintendent will furnish the Association one copy of public information concerning the financial resources of the District and agendas of all Board meetings.

### C. Use of Buildings, Facilities, and Equipment

Upon completion of the building permit procedure and approval by the Superintendent, the Association shall be allowed to use the school buildings, facilities, and equipment for meetings. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Should any equipment and/or facilities owned by the District be damaged or lost through such use, the Association shall be assessed a reasonable repair and/or replacement fee.

### D. Dissemination of Information

The Association has the right to disseminate information through normal school communication channels. Communication to bargaining unit members shall not disrupt the learning environment or prevent the teacher from performing assigned duties. The Board shall not be responsible for Association toll calls.

### E. Access to Members of Bargaining Unit

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or assigned duties. Such representative must follow normal procedures and report to the principal's office prior to conducting any activity.

F. Building/Workroom Access

Bargaining unit members will be provided access, for instructional purposes, to their assigned classrooms and to a work area containing a copy machine in their building of assignment. A common work area will be made available for members assigned to Central Elementary and Middle School. All bargaining unit members will observe building and area security regulations and will operate all equipment in accordance with manufacturer guidelines. Keys will be provided as necessary to access work areas and classroom. Access may be limited, however, when necessary to ensure the security of the buildings and equipment.

- G. At the beginning of each school year, the Association will inservice bargaining unit members about the Negotiated Agreement.

## ARTICLE XIX: LABOR MANAGEMENT COMMITTEE

### A. Purpose

The purpose and goal of the Labor Management Committee ("LMC") shall be to maintain open communication between the Association and the Administration, discuss relevant issues affecting the parties, provide a means to address issues, and to solve issues before they become larger concerns. The LMC shall not be used to avoid or bypass proper administrative channels or the collective bargaining process, nor shall it be used to address any issue that is the subject of a grievance and/or an unfair labor practice charge.

### B. Composition

The LMC shall consist of the Superintendent, Board member, Treasurer, and up to five (5) building principals, the Association President, President Elect, Chief Negotiator, and up to five (5) Association members. Each party shall choose its own members. Visitors will be allowed. Two visitors for each party may attend.

### C. Meetings

Meetings shall be held once per month except when the Superintendent and Association President agree that no meeting is necessary. The dates of these meetings shall be determined by the committee. An emergency meeting may be scheduled upon mutual agreement of the parties.

### D. Agenda

An agenda will be mutually developed by the Superintendent and the Association President prior to each meeting.

### E. Minutes

Minutes of the meetings, including any recommendations made and conclusions reached, shall be prepared by a mutually agreed upon person. The minutes shall be approved at the next LMC meeting.

## **ARTICLE XX NO STRIKE PLEDGE**

In consideration of the rights and privileges extended to the employee organization pursuant to or arising from the foregoing provisions of this Agreement during the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages, slowdowns; or interferences or interruption with the operations of the schools by any employees of the Association.

## **ARTICLE XXI: SEPARABILITY**

If any provision of this Agreement and its application to any bargaining unit member or group of bargaining unit members is held to be contrary to law by a court of competent jurisdiction, then such provision and application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

It is further agreed that within ten (10) days of receipt of notification of a court's actions, negotiations shall commence, during which a new agreement on such matter shall be reached.

## **ARTICLE XXII: ENTIRE AGREEMENT CLAUSE**

This Agreement supersedes and cancels all previous agreements, verbal or written, between the Napoleon Area Board of Education and the Napoleon Faculty Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

## **ARTICLE XXIII: MODIFICATION OF AGREEMENT**

This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties. Upon mutual consent to modify this Agreement, negotiations shall commence not more than ten (10) days thereafter.

## **ARTICLE XXIV: MANAGEMENT RIGHTS**

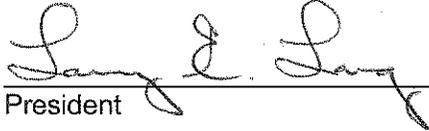
The Board reserves unto itself any and all rights and responsibilities as provided in Section 4117.08 of the Ohio Revised Code.

**ARTICLE XXV: DURATION OF AGREEMENT**

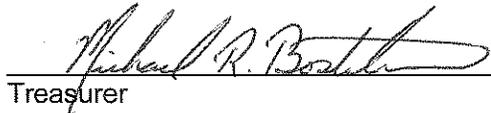
This agreement shall be effective as of July 1, 2011, through and including June 30, 2014.

Signed:

NAPOLEON AREA CITY BOARD OF EDUCATION

  
\_\_\_\_\_  
President

6-27-11  
\_\_\_\_\_  
Date

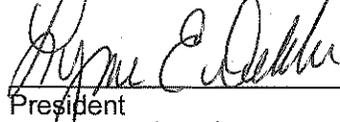
  
\_\_\_\_\_  
Treasurer

6-21-11  
\_\_\_\_\_  
Date

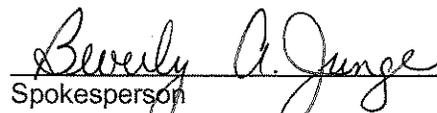
  
\_\_\_\_\_  
Superintendent

6-21-11  
\_\_\_\_\_  
Date

NAPOLEON FACULTY ASSOCIATION

  
\_\_\_\_\_  
President

6/20/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Spokesperson

June 8, 2011  
\_\_\_\_\_  
Date

EXHIBIT A

TEACHER SALARY SCHEDULE  
Effective July 1, 2010

Step	B.A. Degree	150 Hours	Masters Degree	Masters +15	Masters +30
0	31,205 1.0000	33,077 1.0600	35,074 1.1240	36,073 1.1560	37,072 1.1880
1	32,640 1.0460	34,575 1.1080	36,635 1.1740	37,696 1.2080	38,694 1.2400
2	34,076 1.0920	36,073 1.1560	38,195 1.2240	39,318 1.2600	40,317 1.2920
3	35,511 1.1380	37,571 1.2040	39,755 1.2740	40,941 1.3120	41,940 1.3440
4	36,947 1.1840	39,069 1.2520	41,315 1.3240	42,564 1.3640	43,562 1.3960
5	38,382 1.2300	40,567 1.3000	42,876 1.3740	44,186 1.4160	45,185 1.4480
6	39,818 1.2760	42,064 1.3480	44,436 1.4240	45,809 1.4680	46,808 1.5000
7	41,253 1.3220	43,562 1.3960	45,996 1.4740	47,432 1.5200	48,430 1.5520
8	42,688 1.3680	45,060 1.4440	47,556 1.5240	49,054 1.5720	50,053 1.6040
9	44,124 1.4140	46,558 1.4920	49,117 1.5740	50,677 1.6240	51,675 1.6560
10	45,559 1.4600	48,056 1.5400	50,677 1.6240	52,300 1.6760	53,298 1.7080
11	46,995 1.5060	49,554 1.5880	52,237 1.6740	53,922 1.7280	54,921 1.7600
12	48,430 1.5520	51,051 1.6360	53,797 1.7240	55,545 1.7800	56,543 1.8120
13	49,866 1.5980	52,549 1.6840	55,358 1.7740	57,168 1.8320	58,166 1.8640
14	51,301 1.6440	54,047 1.7320	56,918 1.8240	58,790 1.8840	59,789 1.9160
*15	53,236 1.6900	56,045 1.7800	58,978 1.8740	60,913 1.9360	61,911 1.9680
*20	53,986 1.6900	56,795 1.7800	59,728 1.8740	61,663 1.9360	62,661 1.9680
27	56,470 Step 20 x 1.046	59,521 Step 20 x 1.048	62,715 Step 20 x 1.05	64,869 Step 20 x 1.052	65,920 Step 20 x 1.052

\* Step 15 includes index plus \$500 bonus

\* Step 20 includes index plus \$1250 bonus

**NAPOLEON AREA CITY SCHOOL DISTRICT  
EXTRA-CURRICULAR ACTIVITIES**

JOB DESCRIPTION	INDEX
Athletic Director, High School	0.140
Athletic Director, Junior High	0.075
Athletic Supervisor (one each fall, winter, spring)	0.030
Athletic Trainer	0.200
Ticket Manager	0.075
Cheerleader Advisor, High School	0.080
Cheerleader Advisor, Junior High	0.060
<b>Varsity Sports:</b>	
Football	0.175
Basketball	0.175
Baseball	0.110
Cross Country	0.110
Track	0.130
Volleyball	0.140
Swimming	0.140
Extended Swimming	0.075
Wrestling	0.160
Tennis	0.090
Golf	0.090
Water Polo	0.040
Softball	0.110
Soccer	0.110
<b>Varsity Assistants:</b>	
Basketball	0.110
Football	0.110
Swimming	0.100
Wrestling	0.100
Baseball	0.090
Softball	0.090
Track	0.090
Cross Country	0.070
Volleyball	0.100
Water Polo	0.025
<b>Freshmen:</b>	
Basketball	0.100
Girls Basketball	0.100
Football	0.100
Wrestling	0.080
Track	0.075
Volleyball	0.080
<b>Freshmen Assistants:</b>	
Football	0.080
<b>Junior High:</b>	
Basketball	0.090
Football	0.090
Wrestling	0.090
Cross Country	0.070

Track	0.070
Volleyball	0.070
<u>Junior High Assistants:</u>	
Basketball	0.070
Football	0.070
Wrestling	0.060
Track	0.060
Band Director	0.160
Assistant	0.110
High School Jazz Band	0.030
Building Technology Specialists (1 H.S., 1 M.S., 1 each elementary)	0.030
<u>Class Advisor:</u>	
Senior	0.020
Junior	0.150
Sophomore	0.010
Freshmen	0.010
Drama Director	0.130
Assistant	0.060
Middle School Drama	0.020
Speech Director	0.060
Assistant	0.050
Envirothon	0.040
French Club	0.040
German Club	0.040
High School Annual	0.065
Flag Corps Director	0.060
Majorette Director	0.060
National Honor Society	0.040
N-Club	0.035
Newspaper, High School	0.020
Newspaper, Junior High	0.070
Pale Noon	0.020
Quiz Team	0.050
Show Choir Director	0.064
Spanish Club	0.040
Student Council, High School	0.055
Student Council, Middle School	0.020
Tri-Hi-Y	0.040
<u>Visual Education:</u>	
High School	0.060
Central	0.070
C.D.B./West	0.030
High School Vocal Director	0.096
H.S. Assistant Vocal Director	0.060
Spring Musical Vocal Director	0.050
<u>Grade Level Department Chairs:</u>	
Grade K-6	0.030
Kindergarten Coordinator	0.020
Camp Palmer Coordinator	0.020
NCTV Director	0.175
<u>Middle School Department Chairs:</u>	
Science	0.030
Math	0.030
Social Studies	0.030

Language Arts	0.030
Physical Education	0.030
Middle School Vocal Director	0.060
Middle School Power of the Pen, 2 positions, each at	0.015
<b>Major Department Chairs:</b>	
Science	0.030
Math	0.030
Social Studies	0.030
Language Arts	0.030
Physical Education	0.030
<b>Minor Department Chairs:</b>	
Industrial Technology	0.030
Foreign Language	0.030
Business Education	0.030
Home Economics	0.030
Art	0.030
Music	0.030
Special Education	0.030
Supportive Services	0.030
Library Media	0.030
Channel One Coordinator, High School	0.015
Level I Curriculum Study Chair (1)	0.030
Level II Curriculum Study Chair (3)	0.010
Level III Curriculum Study Chair (18)	0.015
<b>Insight Class:</b>	
Primary Facilitator	0.027
Secondary Facilitator	0.022

By Time Slip:  
 Saturday School .00068/hour

By Time Slip: .00056/hour  
 MAX.  
 Industrial Technology Middle School 40 hrs.  
 Home Economics Middle School 40 hrs.

Intramurals:  
 High School Fitness Supervisor 190 hrs.  
 West 45 hrs.  
 C.D. Brillhart 45 hrs.  
 Central, Grade 6, 7, & 8 70 hrs.  
 Central Elementary 45 hrs.  
 High School Physical Fitness 90 hrs.  
 Basketball, Grades 5 & 6 75 hrs.

Tutoring (By Time Slip)	.000771/hour
LPDC Committee Member (By Time Slip)	
1st year member	current tutor rate/hr.
2nd year member	current tutor rate +\$.50/hr.
3rd year member	current tutor rate + \$1.00/hr.
New Teacher Orientation	\$35/day
Camp Palmer (maximum of 10)	\$300/week
Odyssey of the Mind (2)	40 hours/ea.
Computer Challenge (2) (Board can decide to award or not award each year)	40 hours/ea
Testing Coordinator (K-8) (maximum of 140 hours)	current tutor rate/hr.
Middle School Choir Accompanist	\$15.00/hr. max 40 hrs.
<b>Mentors:</b>	
District Mentor Coordinator	\$550.00/year
Mentor Teacher (one mentor teacher for each mentee/new teacher)	\$400.00/teacher/year
High School Drug and Alcohol Coordinator	\$1,200.00/year
Safety Summit and Central Elementary Drug and Alcohol Coordinator	\$1,400.00/year

The Board of Education shall determine which supplemental contracts to award.

In the event that the Board determines not to award a supplemental contract that was awarded in the prior school year, it will notify the Association.

Any modifications, changes, or deletions affecting supplementals, including, but not limited to the effects of the decision not to award a supplemental contract that was awarded in the prior school year, will be negotiated.

In the event the parties are unable to reach an agreement, the dispute shall be resolved through the grievance procedure.

**FORMS APPENDIX**

The Board will provide the Association with copies or amended copies of forms currently used in connection with this contract. The forms may be attached to, but will not become part of this contract.

The following forms will be included:

- Reimbursement for College Credit Request
- Grievance Form
- Professional Meeting/Building Request
- Sick Leave Request
- Personal Leave and/or Unpaid Leave Request
- Parental Visitation Leave Request
- Association Leave Request
- Legal Obligations

**NAPOLEON AREA SCHOOL DISTRICT  
NAPOLEON, OHIO**

**Reimbursement for College Credit Request**

If you qualify for college credit reimbursement, please complete the information requested below and return to the Superintendent's Office. If a transcript of course hours taken is not on file, attach either a transcript or grade slip of credits earned to this form as well as a receipt for payment of the course. Reimbursement checks will be distributed with the first regularly scheduled payroll which occurs more than five (5) days after submission of transcript, receipt, and reimbursement form.

\*\*\*\*\*

Name of university(ies) and dates of course(s) attended or which offered the graduate credits received:

\_\_\_\_\_  
University Date

\_\_\_\_\_  
University Date

State number of either quarter or semester hours earned:

Quarter Hours \_\_\_\_\_ or Semester Hours \_\_\_\_\_

Check one:

Transcript on file \_\_\_\_\_

Transcript or grade slip of credits is attached \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

-----  
**FOR OFFICE USE ONLY:**

Received: \_\_\_\_\_ By: \_\_\_\_\_  
Date Time

NAPOLEON AREA CITY SCHOOL DISTRICT  
NAPOLEON, OHIO

GRIEVANCE FORM

Copies to:

- \_\_\_\_\_ Superintendent or Designee
- \_\_\_\_\_ Principal and/or Supervisor
- \_\_\_\_\_ Association President or Designee
- \_\_\_\_\_ Employee
- \_\_\_\_\_ Treasurer, Board of Education

\_\_\_\_\_  
Name of Grievant(s) \_\_\_\_\_ Date Filed

\_\_\_\_\_  
Position/Assignment \_\_\_\_\_ Building

LEVEL I

Date cause of grievance occurred \_\_\_\_\_

Statement of grievance \_\_\_\_\_

\_\_\_\_\_

Relief sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant(s) \_\_\_\_\_ Date

Date of Hearing \_\_\_\_\_

Disposition by Principal and/or Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Supervisor \_\_\_\_\_ Date

Position of Grievant(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant(s) \_\_\_\_\_ Date

(Please attach additional sheets as needed)

LEVEL II

Date received by Superintendent or Designee \_\_\_\_\_

Date of hearing \_\_\_\_\_

Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

Position of Grievant(s) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Date

LEVEL III

Date submitted to arbitration \_\_\_\_\_

Date of hearing \_\_\_\_\_

Disposition of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

**NAPOLEON AREA SCHOOL DISTRICT**  
**Professional Meeting/Building Leave Request**

ID# \_\_\_\_\_

I request permission to be absent from my regular building assignment on the following date(s): \_\_\_\_\_  
 \_\_\_\_\_ am \_\_\_\_\_ pm \_\_\_\_\_ all day \_\_\_\_\_ evening/weekend \_\_\_\_\_

Check one: Building Leave (must attend—job related) \_\_\_\_\_; Professional Meeting \_\_\_\_\_  
 Substitute Required: Yes \_\_\_\_\_ No \_\_\_\_\_

Name of Meeting \_\_\_\_\_ Location \_\_\_\_\_

Purpose \_\_\_\_\_

Other NAS staff members attending this meeting: \_\_\_\_\_

Please estimate expenses for which you expect to be reimbursed:

- Registration \_\_\_\_\_
- Meals \_\_\_\_\_
- Travel \_\_\_\_\_ (# miles round trip @ .30)
- Parking Fees \_\_\_\_\_
- Lodging \_\_\_\_\_ (# nights x rate); sharing room with \_\_\_\_\_
- Total \_\_\_\_\_

Approved: _____	Employee's Signature	Date
Denied: _____	Principal's Signature	Supervisor's Signature
	Date	Date
	Superintendent's Signature	Date

Revised 9/26/05

**NAPOLEON AREA SCHOOL DISTRICT**  
**Sick Leave Request**

ID# \_\_\_\_\_

I was/will be absent from work on (date) \_\_\_\_\_  
 am \_\_\_\_\_ pm \_\_\_\_\_ all day \_\_\_\_\_ if partial day, list number of hours absent \_\_\_\_\_

for the following reason:

- \_\_\_\_\_ Personal illness
- \_\_\_\_\_ Attend to illness in immediate family (spouse, child, or permanent member of domicile)
- \_\_\_\_\_ Attend to illness to mother or father
- \_\_\_\_\_ Attend to illness to immediate relative (grandparent, sibling, mother-in-law, father-in-law)
- \_\_\_\_\_ Death & burial of immediate relative (parent, grandparent, sibling, spouse, child, mother-in-law, father-in-law)
- \_\_\_\_\_ Death & burial of less immediate relative
- \_\_\_\_\_ Attendance to death & burial of friend
- \_\_\_\_\_ Adoption of a child under two (2) years of age

\_\_\_\_\_  
 Name of attending physician if consulted

Signature of Employee	Date
Signature of Principal/Supervisor	Date
Signature of Superintendent	Date

Rev. 03/06

**NAPOLEON AREA SCHOOL DISTRICT**  
**Personal Leave and/or Unpaid Leave Request**

ID# \_\_\_\_\_

I request to be absent from work on the following:

Date(s): \_\_\_\_\_ (All Day)  
 \_\_\_\_\_ (A.M. Only)  
 \_\_\_\_\_ (P.M. Only)

- A) \_\_\_\_\_ Unrestricted personal leave (3 days maximum)
- B) \_\_\_\_\_ Unpaid leave  
 Reason for **unpaid** leave request: \_\_\_\_\_  
 \_\_\_\_\_

Approved: _____	_____	Signature of Employee	_____	Date	_____	Time
Denied: _____	_____	Signature of Principal	_____	Date	_____	Time
Deduct: _____	_____	Signature of Supervisor	_____	Date	_____	Time
	_____	Signature of Superintendent	_____	Date	_____	Time

Rev. 04/06

**NAPOLEON AREA SCHOOL DISTRICT**  
**Parental Visitation Leave Request**

ID# \_\_\_\_\_

I request to be absent from work on the following:

Date: \_\_\_\_\_ (all day)  
 \_\_\_\_\_ (a.m. only)  
 \_\_\_\_\_ (p.m. only)

Child's name and class visited: \_\_\_\_\_  
 \_\_\_\_\_

**Note:** One day maximum per school year may be granted for the purpose of visiting classes in pre-school and grades K-12 (excluding field trips or field days), kindergarten clinic, or attending college graduation or other scheduled college activities as approved by the Superintendent.

Approved: _____	_____	Signature of Employee	_____	Date
Denied: _____	_____	Signature of Principal/Supervisor	_____	Date
	_____	Signature of Superintendent	_____	Date

Rev. 08/99



EXHIBIT D

NAPOLEON AREA SCHOOL DISTRICT  
NAPOLEON, OHIO

STAFF EVALUATION  
AND  
DEVELOPMENT PROGRAM

## EVALUATION AND DEVELOPMENT PROGRAM

### PHILOSOPHY OF EVALUATION

Napoleon Area City School District have a responsibility to strive for excellence in educational programs. Teacher performance in meeting their duties and responsibilities is an essential component in the degree of success of those programs.

An important component in improving the quality of instruction is a sound teacher appraisal and development program. Evaluation is a means of recognizing teacher strengths and deficiencies while promoting teacher growth and achievements.

Evaluation should be on-going, foster professional growth, improve teaching skills, give objective feedback, and create an atmosphere of cooperation between the principal and teacher.

### OBJECTIVES OF EVALUATION

- To maintain and improve the quality of education imparted to students.
- To encourage continued professional growth.
- To reinforce success in the classroom.
- To promote self-evaluation.
- To encourage and generate communication.
- To aid in making sound administrative decisions in determining contract status.
- To provide a record of professional quality.
- To promote a better understanding of the scope of one's duties and responsibilities and meet established performance expectations.
- To provide assistance in improving instructional performance.
- To facilitate district-wide staff development and curricular program decisions.

Sequence:

- By September 30, group or individual orientation shall be given to staff members relating to the evaluation process.
- By March 1, a growth record will be submitted by the following individuals:
  - a) required as a result of previous summative evaluations;
  - b) holding probationary contract or on probationary status; and/or
  - c) failure by the staff member to submit a growth record the previous year.
- By June 1, all other staff members will submit a record of goal development/progress.

Staff members will be requested to submit a record of goal development/progress and growth record activities no later than June 1 of each term.

The secondary intent of this area is the assignment, development, and completion of specific goals(s) as a result of previous summative evaluations; individuals with probationary contracts or on probation, and/or failure by the staff member to submit a growth record by June 1.

- Staff members under consideration for limited and continuing contracts will be evaluated according to the timelines and procedures as established by the Ohio Revised Code. Should those dates be modified by statute, the plan will utilize those dates in the evaluation sequence.
- Staff members holding limited contracts will be evaluated at least twice per year.
- Staff members holding continuing contracts will be evaluated at least once per year.
- Staff members awarded a Probationary Contract will be evaluated with timelines and procedures similar to those individuals under consideration for contract and will also be required to develop and complete specific goals in accordance with the evaluation plan.
- Staff members awarded Long-Term Substitute contracts will be evaluated during the term of that long-term substitute employment. The Long-Term Substitute will not be required to participate in the growth record portion of this plan.

Forms and Instruments Used:

1. Evaluation and Development Plan: This document contains the performance indicators of quality teaching used for evaluative purposes.
2. Improvement Matrix: This document will be completed at the request of either the teacher or principal.
3. Probationary Plan: Process to assist staff members whose performance is less than satisfactory.
4. Verification of Observations: This document certifies date(s) and time(s) of observations.
5. Professional Growth Record: This document is a record of professional goals and activities, either self-initiated or required, accomplished during the present school term.

ORIGINAL (white) - Employee  
DUPLICATE (yellow) - File  
TRIPLICATE (pink) - Evaluator

NAPOLEON AREA CITY SCHOOL DISTRICT  
EVALUATION AND DEVELOPMENT PLAN

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Subject

\_\_\_\_\_  
Length of Visit

\_\_\_\_\_  
Time

Performance Key

+ = Has met or exceeded expectations.

NI = Needs Improvement (NI's will be accompanied by specific guidelines, timelines for improvement, and means by which the teacher may obtain assistance in making such improvements. This area will be monitored for the remainder of the year.)

NA/NO = Not Applicable or Not Observed

Planning

- \_\_\_\_ 1. Identifies specific skills and/or knowledge necessary to accomplish the objectives, consistent with the adopted course(s) of study.
- \_\_\_\_ 2. Plans instruction as needed to promote student mastery of prerequisite skills and knowledge.
- \_\_\_\_ 3. Prepares lesson plans to support objectives and a variety of learning styles.
- \_\_\_\_ 4. Organizes content and questions to promote understanding.

Evaluator Comments:

Specific Recommendations:

Teacher Comments:

### Implementing

- \_\_\_\_\_ 1. Communicates learning objectives and activities that tie in with previous or future learning.
- \_\_\_\_\_ 2. Allows for active involvement of all students, considering variety of learning styles.
- \_\_\_\_\_ 3. Incorporates cognitive levels of learning: knowledge, comprehension, application, analysis, synthesis and evaluation.
- \_\_\_\_\_ 4. Explains lessons and assignments clearly.
- \_\_\_\_\_ 5. Asks appropriate group/individual questions.
- \_\_\_\_\_ 6. Conducts guided practice activities wherein students use old/new knowledge.
- \_\_\_\_\_ 7. Interacts with students to give assistance.
- \_\_\_\_\_ 8. Assigns appropriate independent practice through in-class or homework activities.
- \_\_\_\_\_ 9. Differentiates assignments where possible based on learner needs.
- \_\_\_\_\_ 10. Makes smooth transitions from one activity to another.
- \_\_\_\_\_ 11. Summarizes the main points of the lesson.

Evaluator Comments:

Specific Recommendations:

Teacher Comments:

Evaluating

- \_\_\_\_\_ 1. Monitors the need for further explanation of material as a result of student verbal/nonverbal clues and adjusts instruction as necessary.
- \_\_\_\_\_ 2. Plans appropriate evaluation which matches learning objectives.
- \_\_\_\_\_ 3. Maintains evaluation records for each student.
- \_\_\_\_\_ 4. Uses evaluation results to plan subsequent intervention/instruction.

Evaluator Comments:

Specific Recommendations:

Teacher Comments:

Classroom Climate

- \_\_\_\_\_ 1. Organizes classroom to facilitate learning.
- \_\_\_\_\_ 2. Maintains an orderly system for routine duties.
- \_\_\_\_\_ 3. Communicates and models appropriate behavior.
- \_\_\_\_\_ 4. Maintains fair, firm, consistent, and effective discipline.
- \_\_\_\_\_ 5. Uses praise and constructive comments to focus and/or motivate the student to achieve classroom objectives.
- \_\_\_\_\_ 6. Provides opportunities for student self-evaluation.
- \_\_\_\_\_ 7. Uses discretion with known sensitive situations.
- \_\_\_\_\_ 8. Encourages participation from all students.
- \_\_\_\_\_ 9. Encourages a climate of mutual respect.

Evaluator Comments:

Specific Recommendations:

Teacher Comments:

Professional/Personal Qualities

- \_\_\_\_\_ 1. Exhibits a positive and enthusiastic image to students.
- \_\_\_\_\_ 2. Possesses poise, tact, and a sense of humor.
- \_\_\_\_\_ 3. Exhibits the use of correct English.
- \_\_\_\_\_ 4. Uses voice effectively.
- \_\_\_\_\_ 5. Demonstrates a willingness to discuss and try suggestions and recommendations.
- \_\_\_\_\_ 6. Demonstrates punctuality.
- \_\_\_\_\_ 7. Complies with policies, procedures, and the job descriptions set forth by the Board and Administration.
- \_\_\_\_\_ 8. Attempts to work understandingly, tactfully, and cooperatively with parents.

Evaluator Comments:

Specific Recommendations:

Teacher Comments:

Professional Growth\* (contents to include activities from June 1 - May 31)

- \_\_\_\_\_ 1. Assumes responsibility for professional growth and self-development (self-initiated or required).

Comments:

Attachments:

\* The primary intent of this area is to encourage self-initiated professional growth and self-development. For example, staff members may establish and strive to complete goals in one of more of the following areas:

- a) District/Building - e.g. - Increase my contact and interaction with parents of my students at least 50 percent during the school year.);
- b) Program - (e.g. - Increase articulation between middle and high school science teachers on the new course of study.);
- c) Student - (e.g. - At least 80 percent of my students will be able to successfully complete the competency tests at my grade level.); and/or
- d) Teacher - (e.g. - Work on techniques for increasing the amount and quality of student-teacher interaction.)

Staff members will be requested to submit a record of goal development/progress and professional growth activities no later than June 1 of each term.

\* The secondary intent of this area is the assignment, development, and completion of specific goal(s) as a result of previous summative evaluations; individuals with probationary contracts or on probation, and/or failure by the staff member to submit a professional growth record by March 1.

For illustration purposes only, examples of district/building, program, student, and teacher goals are provided. Additional examples of goals will be available through your building administrator.

Exemplary Commendations

\* Comments are intended to illustrate examples of performance beyond normal job description expectations.

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SIGNATURES

Signatures certify that the teacher and evaluator have met, reviewed the foregoing evaluation report, reviewed specific recommendations regarding any identified areas needing improvement in job performance and reviewed means of obtaining assistance in making any such improvements.

Signatures

Date

Teacher \_\_\_\_\_

\_\_\_\_\_

Evaluator \_\_\_\_\_

\_\_\_\_\_

## PROBATIONARY PERFORMANCE PROCEDURES

The procedure outlined below may be applied when in the course of evaluation, the evaluator judges that the evaluatee's performance is unsatisfactory. This may occur in a person's first year on the assignment or in any year in which performance is judged to be significantly less than satisfactory. There can be no point in a professional career at which less than satisfactory performance is acceptable.

This procedure is designed to promote the achievement or restoration of satisfactory performance. The possibility of resignation, non-renewal, or termination resulting from unsatisfactory performance, although unfortunate, cannot be ignored. However, with the application of recommended remedial steps, such procedures may be minimized and the incidence of job failure reduced. In addition, a full measure of fair due process should be achieved.

### Procedures:

#### Step

##### I. Evaluator Decision:

The evaluator may conclude at any point in the school year that a person's job performance needs improvement. The person shall be notified in confidence and in writing of the reasons for the decision. At this point, the appraisal process will be changed and the evaluatee will be given at least 20 school days from the date of notice to work through the process outlined below.

##### II. Diagnosis, Prescription, and Follow Through:

A program of developmental activities which may help the evaluatee understand and overcome deficiencies shall be developed. This should be carried cooperatively by evaluatee, evaluator, and any other personnel who may appropriately and cooperatively assume the responsibility of assisting in conferences, work sessions and classroom visitation for the purpose of devising and implementing developmental activities. The evaluatee should be responsible for achieving and demonstrating adequate improvement. The evaluator and those assisting shall assume the responsibility for facilitating a working atmosphere directed to correcting those deficiencies which have been noted.

##### III. Documentation:

Careful notation of all aspects of developmental activities shall be made by those charged with helping the evaluatee. Written documentation, including the diagnosis, prescription, improvement, and any continuing problems or actions taken by the evaluator or evaluatee shall be placed in the personnel file.

##### IV. Performance Review:

The performance review shall be made no earlier than twenty school days after the notice of unsatisfactory performance was given the evaluatee. The following options exist:

Option A - SATISFACTORY - The desired outcome of improved performance to an acceptable level shall terminate the probationary process and place the evaluatee back on the regular process.

Option B - MARGINAL - In some instances it may be judged that the evaluatee, although not rendering fully acceptable performance, has shown sufficient initiative, cooperation, and growth to merit a "second chance." This alternative is especially desirable if the evaluatee has been in an

assignment which did not present a reasonable chance for success. On this basis, a person may be continued on the probationary terms as specified in Step II and III supra.

Option C - UNSATISFACTORY - If after a minimum of twenty school days of intensive remedial effort the evaluatee's performance remains at an unsatisfactory level, a discontinuation of his or her services is in order. This may be accomplished by one of the three means.

1. Resignation: A professional should have the opportunity to submit a resignation. This may be the most acceptable alternative for all parties concerned when it is evident that the situation cannot be improved. However, if the evaluatee is not willing to submit a resignation, non-renewal or termination may become necessary.
2. Non-renewal: If it is necessary to discontinue employment by non-renewal of contract, legal procedures shall be observed including the notification of intent to non-renew the contract in accordance with the negotiated agreement and ORC.
3. Termination: Contracts may be terminated for cause by action of the Board of Education. Depending on the nature of the cause of dismissal, action may be an immediate nature or may be effective at the end of the year.

#### V. Emergency Procedure

In the event of an emergency exists which necessitates removal or suspension of the teacher (e.g. intemperate, immoral, incompetent, negligent or other behavior unbecoming to the position of teacher or seriously detrimental to students) which may ultimately lead to non-renewal or termination, provisions of ORC shall take precedent over this procedure.

#### Definition of Terms:

Evaluation and Develop Plan: A process of summative evaluation using a checklist form to illustrate overall effectiveness in planning, implementing, evaluating, classroom climate, and professional/personal qualities categories. The plan also provides for self-initiated or required district/building, program, student, and teacher professional growth.

Observation--Data Gathering and Informal Visit: This constitutes observation of job assignments and/or data gathering in or out of the classroom. For example, in-class observation would be of the teaching process, handling of students, etc. Out-of-class activities would include recess, handling of hall or related duties, extra-curricular, etc.

Open File: Access to files shall be made available for review at the request of the staff member.

Performance Indicators: Criteria are organized into six broad categories describing teacher qualities and instructional processes. The purpose of the guide is to assist teachers in self-identifying areas of strength and areas needing improvement. This should serve to assist all personnel in completing the Evaluation and Development Plan.

Personnel File: The personnel file constitutes the official record of appraisal process. Information gathered from the Evaluation and Development Plan or Probationary Process shall be filed in the personnel file. Records may be placed in the file without the teacher's agreement, but not without his/her knowledge. This will assure the teacher an opportunity to remediate problems before they become critical. With the adoption of this appraisal system, records so assigned to the file should bear the dated signatures of evaluatee and evaluator.

Gleaning: Files may be gleaned of extraneous and obsolete materials by the following procedures:

- At the request of the staff member, a joint review with the Superintendent or his/her designee may be held. File materials which are reviewed and deemed obsolete or extraneous may be removed.
- Periodically, the Superintendent or his/her designee may review file to determine whether materials are obsolete and in need of gleaning.

Probationary Process: A process using in-depth remedial measures to assist a teacher whose performance is less than satisfactory.

Special Cases:

1. Partial Year Experiences: In the event a partial year is completed, the following guidelines shall determine completion of a full year's evaluation:
  - a. 120 days of service.
  - b. Completion of all processes mandated by the policy or ORC.
2. Probationary Contract: Staff members awarded a Probationary Contract will be required to develop and complete specific goals in accordance with the evaluation plan.
3. Long-Term Substitute Contract: Staff members awarded Long-Term Substitute contracts will be evaluated during the term of that long-term substitute employment. The Long-Term Substitute will not be required to participate in the Professional Growth portion of the Evaluation and Development Plan.
4. Part-Time Service: Part time teachers will follow the same pattern in the appraisal process as a full time teacher.
5. Temporary Certification: Teachers on temporary certification will be evaluated on the same procedures as used for staff members under consideration for contract.
6. Absence Precluding Evaluation: A teacher will not be eligible for the award of a multi-year limited or continuing teaching contract in any year in which the administration of the Napoleon Area School District is unable to reasonably conduct timely observations and evaluations of teacher due to the absence of the teacher from duty.
7. Traveling Teachers: Traveling teachers are those assigned to perform duties in two or more school buildings. Such teachers are assigned to the principal of one of the buildings of assignment for evaluation purposes.

NAPOLEON AREA CITY SCHOOL DISTRICT

APPRAISAL REVIEWS

Teacher's Name \_\_\_\_\_

Year \_\_\_\_\_

School \_\_\_\_\_

Grade \_\_\_\_\_

DATES

A. EVALUATION AND DEVELOPMENT PLAN

1. Class Visits

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Final Conference

\_\_\_\_\_

B. PROBATION PROCEDURE (Unsatisfactory Performance Procedure, if applicable)  
(Attach Pertinent Data)

\_\_\_\_\_  
Date Initiated

C. RECOMMENDATION

Prescribed evaluation processes have been completed and the following recommendation is made:

1. SATISFACTORY STATUS: Teacher is recommended for a \_\_\_\_\_  
contract with regular employment status.

2. MARGINAL STATUS: Teacher is recommended for a \_\_\_\_\_  
contract and continues on the probationary terms outlined in the Probationary Performance  
Procedure.

3. UNSATISFACTORY STATUS: Procedures to be:

a. Resignation \_\_\_\_\_

b. Nonrenewal \_\_\_\_\_

c. Termination \_\_\_\_\_

D. COMMENDATIONS:

This represents a summarization of the evaluative processes. Any information pertinent to the  
evaluative process should be attached.

NAPOLEON AREA CITY SCHOOL DISTRICT

VERIFICATION OF OBSERVATION(S)

This is to certify that the evaluator conducted the foregoing observation(s) of job performance on the date(s) and time(s) indicated:

1st Observation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Time

\_\_\_\_\_  
Evaluator

2nd Observation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Time

\_\_\_\_\_  
Evaluator

NAPOLEON AREA CITY SCHOOL DISTRICT  
TEACHER EVALUATION AND DEVELOPMENT PLAN  
GROWTH RECORD

Please record the professional goal(s) and growth activities in which you participated during this current school term.

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

Assignment \_\_\_\_\_ Date \_\_\_\_\_

-----  
Part I.

Tentative Goal(s):

Strategies:

Attachments:

NAPOLEON AREA CITY SCHOOL DISTRICT  
TEACHER EVALUATION AND DEVELOPMENT PLAN  
PROFESSIONAL GROWTH RECORD

Part II. Professional Activities:

Describe activities, locations, purposes, and dates as well as how it impacted on your current teaching assignment.

---

College Coursework

---

Professional Conferences & Workshops

---

Building or District In-Service

---

Committee Work

---

Professional Visitations

---

Professional Organizations/Educational Leadership

---

Other

---

Attachments:

NAPOLEON AREA CITY SCHOOL DISTRICT  
TEACHER EVALUATION AND DEVELOPMENT  
IMPROVEMENT MATRIX

Teacher \_\_\_\_\_

Date \_\_\_\_\_

Principal \_\_\_\_\_

School Assignment \_\_\_\_\_

Area(s) Needing Professional Improvement

Prescribed Improvements

Cooperatively Planned Activities  
(Include dates to meet activity requirements)

Progress Noted on Required Activities  
(Include dates observed/conferences)

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Signature of Principal

Date \_\_\_\_\_

Date \_\_\_\_\_

## MEMORANDA OF UNDERSTANDING

### Article

#### VII. A. Staff Evaluation and Development Plan

The Staff Evaluation and Development Plan ("the plan") presently in use for the evaluation of bargaining unit members will be attached to, but not incorporated into the negotiated agreement as Exhibit E. During the term of this agreement, the plan will be used in the evaluation of bargaining unit members unless modified as provided herein. In the event any modification of the plan is required by any change in law or regulations of the Ohio Department of Education or any other agency having jurisdiction over the Napoleon City Schools, such changes will be implemented by the Board, with prior notice to the Association. The Board shall not be required to engage in collective bargaining of any kind to implement such changes.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
NAPOLEON FACULTY ASSOCIATION  
AND THE  
NAPOLEON AREA CITY SCHOOL BOARD OF EDUCATION**

Whereas, The Napoleon Faculty Association and the Napoleon Area City Board of Education are parties to a Master Agreement in effect through June 30, 2014, and,

Whereas, The Master Agreement (Article XII: Grievance Procedure) establishes the grievance process, and,

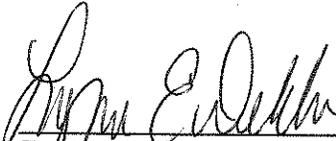
Whereas, The parties agree to amend the Master Agreement as designated below; and,

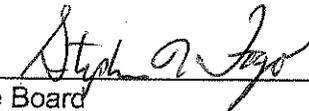
Now therefore, the parties agree to the following:

1. This Memorandum will be in effect through June 30, 2014.
2. This Memorandum can be modified at any time, if both parties agree.
3. Either party can end the Memorandum if it feels it is unproductive.
4. A Board Level III will be added following the Superintendent Level II and before Arbitration Level III.
5. All other steps and current language pertaining to the current grievance process will remain in effect.
6. Board Level III will consist of the following:
  - a. If the grievance is forwarded to the next level and in the event the grievance is not satisfactorily settled in the preceding level it shall be submitted to the administrative office for hearing to the BOE.
  - b. Referral to the BOE level III shall be done within five (5) days after receiving the decision of the Superintendent.
  - c. Within ten (10) school days, two (2) BOE members, the individual grievant (when applicable) and at least two (2) NFA members will meet to hear the grievance.
  - d. Additional time for review or additional representation may be requested by either party for a subsequent meeting.
  - e. The board shall render their decision and reasons in writing to all parties within twenty (20) school days. The board members involved in the grievance hearing have the authority to settle the grievance.

- f. In the event that the grievance is not satisfactorily settled at the Board Level III, the grievance may be submitted to arbitration within five (5) days, consistent with current contract Level III language.

This agreement shall be affixed to the 2011-2014 Master Agreement and becomes effective upon the signatures of the parties.

  
\_\_\_\_\_  
For the Association  
6/20/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Board  
6-21-11  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
NAPOLEON FACULTY ASSOCIATION  
AND THE  
NAPOLEON AREA CITY SCHOOL BOARD OF EDUCATION**

Whereas, The Napoleon Faculty Association and the Napoleon Area City Board of Education are parties to a Master Agreement in effect through June 30, 2014 and,

Whereas, The parties have had discussion on HB1, but the parties desire additional time to study HB1 and/or to receive clarifications on HB1, and,

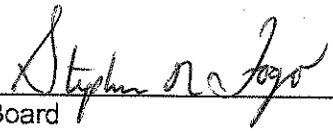
Whereas, The parties agree to amend the Master Agreement as designated below; and,

Now therefore, the parties agree to the following:

The Board will negotiate matters of HB1 that are deemed negotiable by law.

This Memorandum of Understanding shall become a part of and affixed to the July 1, 2011 through June 30, 2014 Master Agreement effective with the signature of the parties.

  
\_\_\_\_\_  
For the Association  
  
\_\_\_\_\_  
Date 6/20/11

  
\_\_\_\_\_  
For the Board  
  
\_\_\_\_\_  
Date 6-21-11

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
NAPOLEON FACULTY ASSOCIATION  
AND THE  
NAPOLEON AREA CITY SCHOOL BOARD OF EDUCATION**

Whereas, The Napoleon Faculty Association and the Napoleon Area City Board of Education are parties to a Master Agreement in effect through June 30, 2014 and,

Whereas, The Board desires to establish a Credit Flex program, and,

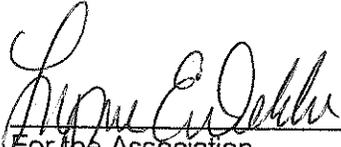
Whereas, The parties agree to amend the Master Agreement as designated below; and,

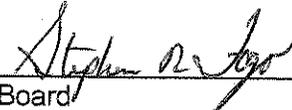
Now therefore, the parties agree to the following:

1. When a request is made by a student for Credit Flex, a Credit Flexibility Committee (CFC) shall be established to oversee and review the application.
2. The CFC shall be made up of the high school principal, a guidance counselor, a member chosen by the Association, and the Teacher of Record (TOR). One other individual may be invited to participate as plan/committee needs require.
3. The TOR position shall be a voluntary position. When a request is made by a student, the position will be posted in accordance with the Negotiated Agreement. The posting shall include a summary of the proposed plan provided by the parent and student as well as the other posting requirements.
4. CFC members shall be afforded the opportunity to attend training related to performance of their duties. Where such training occurs during the regular workday, paid release time shall be granted and not subject to any Professional Leave restrictions under the Negotiated Agreement. CFC members may submit training for LPDC credit.
5. Members serving on the CFC shall be compensated for all committee work outside the regular day at an hourly rate equal to the tutor rate in the Negotiated Agreement between the parties.
6. The TOR will be responsible for determining if the student has successfully completed the CFC approved plan. This may include reviewing the verification documentation submitted by the student. The TOR will not be responsible for consulting with or otherwise assisting the assigned student in completing the work. The TOR will not be responsible for off-site issues.
7. The TOR will be compensated at an hourly rate equal to the tutor rate in the Negotiated Agreement.

8. For a student wishing to "test out" of a class, the teacher who prepares, administers, and grades the test shall be compensated at an hourly rate equal to the tutor rate in the Negotiated Agreement.

This Memorandum of Understanding shall become a part of and affixed to the July 1, 2011 through June 30, 2014 Master Agreement effective with the signature of the parties.

  
\_\_\_\_\_  
For the Association  
  
6/20/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Board  
  
6-21-11  
\_\_\_\_\_  
Date