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NEGOTIATED AGREEMENT

BETWEEN THE

NORTHMONT
BOARD OF EDUCATION

AND THE

NORTHMONT DISTRICT
EDUCATION ASSOCIATION

March 17, 2011 – March 16, 2014

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ARTICLE 1 - RECOGNITION

The Northmont Board of Education (hereinafter referred to as the Board) recognizes the Northmont District Education Association (hereinafter referred to as the Association) as the exclusive representative for the bargaining unit. The bargaining unit shall include only the following employees under a regular teaching contract with the Board:

Full and part-time certificated classroom teachers, certificated counselors, certificated librarians, certificated school nurses, certificated speech and hearing pathologists, and those teachers who in previous contracts were referred to as “certified learning disabilities tutors,” but shall now be known as “intervention specialists”. All other positions in the school district shall be excluded from this bargaining unit. Recognition shall run for the length of this Agreement.

ARTICLE 2 - NEGOTIATIONS

Section 2.01 - NEGOTIATIONS PROCEDURES

Negotiations for a successor Contract shall be conducted in accordance with the provisions of Section 4117.01 of the O.R.C. except the first day of the sixty (60) day period shall be no later than April 1 of the year in which the Contract expires.

The Board agrees to furnish the NDEA negotiations Committee, upon requesting and in reasonable time both prior to and during negotiations, available information concerning financial resources of the district and such other information as will assist the NDEA in developing proposals. The NDEA agrees to furnish available information on its proposals to the Board's negotiating team to support their proposals.

Either party may caucus at any time. A caucus shall be no longer than thirty (30) minutes unless mutually agreed otherwise.

Items tentatively agreed to shall be reduced to writing and initialed by both parties.

Section 2.02 - REPRESENTATION

Five (5) representatives of the Board shall meet with five (5) representatives of the NDEA for the purpose of negotiating an agreement. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. While no final agreement shall be executed without ratification by the NDEA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and consider proposals in the course of bargaining.

Section 2.03 - SCOPE OF NEGOTIATIONS

Items within the scope of negotiations are salaries, fringe benefits, and terms and conditions of employment.

Section 2.04 - NEGOTIATION MEETINGS

After the initial meeting, subsequent meetings will be scheduled by mutual consent of both parties.

Section 2.05 - DISPUTE RESOLUTION

When either party determines that a bargaining impasse exists, and provided there has been no decision issued by a fact-finder, then that party may call upon the mediation services of FMCS to assist in resolving the impasse. With the exception of the preceding sentence, dispute resolution shall be according to the Ohio Revised Code.

Section 2.06 - AGREEMENT

When an agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the NDEA for ratification. Following ratification, the proposal shall be presented to the Board for approval on or before its next regular meeting.

Section 2.07 - CONTRARY TO LAW

If any specific provision of this contract shall be found to be contrary to law, then the specific provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of this contract.

Any specific provision of this contract found to be unlawful shall be renegotiated by the parties. Negotiations on such a specific provision only shall commence within fifteen (15) days of the determination that the specific provision is unlawful. Negotiations shall be in conformance with the procedure outlines in the document.

ARTICLE 3 - ASSOCIATION RIGHTS

During the term of this Agreement the Association shall have the following rights:

- A. The building representatives of the Association in each individual school will have the use of a bulletin board designated for Association business.
- B. Representatives of the Association may make announcements during faculty meetings.

- C. Representatives of the Association may make announcements on school building public address systems before or after the school day regarding meeting times and Association deadlines.
- D. The NDEA President shall receive a copy of the agenda for a forthcoming Board meeting as soon as the agenda is ready to distribute to the members of the Board. If the student day is over, the agenda shall be placed in the President's mailbox. If the student day is not over, the President will be notified that the agenda may be picked up at the Board office or the agenda will be hand delivered to the President.

When school is not in session, the agenda shall be mailed to any address designated by the President.

- E. The NDEA shall be permitted to use the Board's established inter-school mail system to distribute NDEA, WOE, OEA, NEA, UniServ materials. In the event that such an inter-school mail service is found to be in violation of U.S. Postal Service rules, the service shall be discontinued.
- F. The Association Building Representative(s) may call meetings of Association members assigned to the building before or after the workday. The building representative(s) shall advise the Principal of the meeting.
- G. Space, as available, shall be provided for an NDEA office in the building requested by the NDEA President. The NDEA shall have the authority to install a telephone in that office and shall be responsible for all expenses incurred in its installation and use.
- H. The Board will pay costs of providing each teacher with a copy of this Negotiated Agreement and any supplements thereto. Copies of the Negotiated Agreement shall be distributed by the Board. Both parties shall receive 100 copies of the Negotiated Agreement for their own use.
- I. Duly elected and appointed representatives of NDEA shall be entitled to paid Association Leave for purposes of attending the OEA Representative Assemblies and other Association functions such as OEA Member Lobby Days and building visits by the President. Such leave shall be limited to a maximum of eight (8) days unless otherwise authorized by the Superintendent. Such leave shall be in addition to other leave provisions of the Negotiated Agreement. Any leave granted under this paragraph and pursuant to this paragraph shall not be counted against the eight (8) days unless such leave was requested and authorized by the President of the Association.

Any Intervention Specialists who are normally paid for planning time shall receive pay for planning time as part of their paid Association Leave if they are otherwise selected for paid Association Leave.

J. Reimbursement of Board for Compensation Paid to NDEA and WOEA Officers for Purposes of STRS Salary Credit.

1. Upon written request by the NDEA to the Director of Human Resources, the following NDEA Officers shall be paid an annual stipend by the Board in the amounts listed below. One half (1/2) of the stipend shall be paid to NDEA officers by January 15th. And the remaining one half (1/2) thereof shall be paid to said Officers by May 15th. The Board shall deduct/withhold all applicable federal, state, and city income tax from said stipends.

NDEA President - a stipend in an amount equal to twice the cost of annual unified dues.

NDEA Vice President of Member Services - a stipend in an amount equal to 1.5 times the cost of annual unified dues.

NDEA Vice President of Negotiations - in a negotiations year, a stipend in an amount equal to 1.75 times the cost of annual unified dues. In a non-negotiation year, a stipend in an amount equal to 1.5 times the cost of annual unified dues.

NDEA Secretary - a stipend in an amount equal to the cost of annual unified dues.

NDEA Treasurer - a stipend in an amount equal to 1.25 times the cost of annual unified dues.

2. STRS – STRS - The total cost of the STRS contributions shall be deducted from the stipend amounts. The NDEA shall reimburse the Board for the cost of the stipends, including the Board's share of payments to STRS and Medicare. Payment will be sent from NDEA to the Board two weeks prior to the pay date.
3. Upon written request by the NDEA to the Director of Human Resources, NDEA members serving as Western Ohio Education Association (WOEA), elected official shall be paid a stipend by the Board in an amount equal to the WOEA officer stipend. This stipend shall be paid to the applicable employee(s) by May 15th. The Board shall deduct/withhold all applicable federal, state, and city income taxes from said stipends.

4. STRS - the total cost of the STRS contributions shall be deducted from the stipend amount. The WOEА shall reimburse the Board for the cost of the stipends, including the Board's share of payments to STRS and Medicare. Payment will be sent to Board two weeks prior to the payment.

ARTICLE 4 - INDIVIDUAL RIGHTS

The Board and the Association recognize that teachers have the right to join, or not to join, any organization for their professional and/or economic improvement. Such membership or non-membership shall be without reprisal and shall not be required as a condition of employment. The Association shall not exclude teachers as members on the basis of handicap, age, sex, marital status, race, creed, or national origin.

No reprisals shall be taken against any participant in the negotiations process.

ARTICLE 5 - MANAGEMENT RIGHTS

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in this Agreement; and the Board, on behalf of the electors of the district, retains and reserves unto itself the ultimate responsibilities for the proper management of the school district conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, including the responsibility for, and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees.
- C. To delegate authority through recognized administrative channels according to current Board policy.
- D. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and Laws of the State of Ohio and the Constitution and Laws of the United States.

ARTICLE 6 - GRIEVANCE PROCEDURE

DEFINITIONS

- A. A grievance is a complaint involving an alleged violation, misinterpretation, or misapplication of the expressed terms of this Negotiated Agreement.
- B. A grievant shall mean a teacher or group of teachers alleging that a violation, misinterpretation, or misapplication of the Negotiated Agreement has occurred.
- C. A "group" grievance shall have arisen out of substantially similar circumstances affecting more than one teacher.

FACTORS AND CONDITIONS

- A. All grievances will be presented to the appropriate administrator who has authority to grant the relief being sought.
- B. Any action by the Board to terminate, renew or not renew the contract of any teacher whether any such teacher is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate, renew, or not renew any such contract shall not be deemed a grievance and may not be processed as such.
- C. No grievance may be filed concerning a matter, which has been made the subject of a charge with a state or federal agency or a complaint in a state or federal court of record by a Northmont teacher.
- D. This procedure must begin within twenty (20) working days of the alleged grievable act.
- E. The grievant, the Board and/or the representatives of either shall not be denied the right to advice, counsel, and/or representation at Steps II, III, and IV.
- F. A grievant must accept the answer given or appeal within the time limits set forth and may withdraw the grievance at any level without prejudice.

- G. If the administrator does not abide by the time limits set forth, the grievant may proceed to the next step.
- H. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.
- I. The number of days set forth in each step shall be considered a maximum.
- J. All notices to the grievant of hearings or disposition of grievance shall be hand-delivered or mailed with return receipt.
- K. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits results in hardship to either party, both parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- L. All grievances shall begin at Step I. If the Superintendent or his/her designee hears Step I, the grievant may proceed to Step III if not satisfied with the response given at that step. If a group grievance proceeds to Step IV only members of said group essential to establish the facts of the grievance shall be present at the hearing if during school hours.
- M. The Board shall release on a limited basis, any personnel required as witnesses without loss of pay.
- N. Grievance forms are available in the school offices and from the NDEA P.R. & R. committee.

INFORMAL PROCEDURE: (Step 1)

The grievant will verbally identify and present the grievance to the immediate administrator who has authority to grant the relief being sought during non-working hours with the objective of resolving the matter informally. A statement of the date and time of such meeting shall be signed by both parties at that meeting and a copy shall be retained by each. The administrator shall give a verbal response within ten (10) days of this meeting.

FORMAL PROCEDURE: (Step II)

If a satisfactory solution is not affected, the grievant shall present the grievance in writing to the administrator within five (5) working days after the response from the informal meeting. The written grievance must contain a concise statement of the grievance citing

the situation giving rise to the grievance, stating the specific alleged violation, misinterpretation, or misapplication of the Negotiated Agreement. It must state the remedy sought and be signed by the grievant, or in the case of a group grievance, by the chairperson of the NDEA P.R. & R. committee and each teacher wishing to participate.

The administrator shall render a written response to the grievant within five (5) working days of the Step II meeting. A copy of the response shall be forwarded to the Superintendent.

(Step III)

If a satisfactory solution is not effected, the grievant shall present the written grievance to the Superintendent within five (5) working days of the receipt of the Step II response. The Superintendent or his/her designee shall, within ten (10) working days of the receipt of the grievance, hold a meeting to hear the grievance. Within five (5) working days of this meeting, the Superintendent shall issue a response in writing to the grievant.

(Step IV - Arbitration)

If Step III does not resolve the grievance to the satisfaction of the grievant, the NDEA may submit the grievance to arbitration. As a condition to submitting the matter to arbitration, the NDEA shall notify the Board in writing of its intent to submit the grievance to arbitration, which notice shall be given within ten (10) working days of the earlier of: (1) receipt of the response of the Superintendent, or (2) the passing of ten (10) working days after the Step III meeting.

After notifying the Board of its intent to submit the grievance to arbitration, the NDEA shall submit the grievance to arbitration between the 30th and the 45th day following the notice to the Board. During the 15 days set forth in the previous sentence, the parties may discuss using the alternative arbitration plan set forth below which, if mutually agreed to, will replace arbitration before an arbitrator from AAA. If the parties cannot or do not agree to an alternative arbitration plan, then the NDEA will submit its demand for arbitration to the American Arbitration Association to provide the parties with a list of nine (9) arbitrators from which an arbitrator can be selected; the AAA shall not have the authority to independently designate an arbitrator, but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator.

In the event it is claimed by the administration that any matter filed as a grievance is not a grievance as defined under definition, such dispute, as such, may be appealed to arbitration with the arbitrator having the authority only to rule on the arbitrability of the dispute prior to convening a hearing on the merits of the dispute.

The Board and NDEA shall equally share the expenses of the arbitrator. Each, however, shall be responsible for any additional expenses incurred, including fees and expenses of its representatives.

The arbitrator will have authority to hold hearings and to confer with any parties deemed advisable in seeking to effect a decision to the Board and the NDEA.

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

Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board, the administration, the NDEA, and the grievant involved in the matter.

Alternative Arbitration Plan (To be used only if both parties agree)

The NDEA and the Board shall maintain a list of neutrals who the parties mutually agree will hear a grievance and impartially decide the matter.

From this list, the parties shall use an alternative strike method of selecting the arbitrator, with the winner of a coin toss determining which party will make the first strike.

The presentation of the grievance matter may be done in summary form with witnesses giving written statements or tape-recorded statements.

Each party will simultaneously submit its case posture along with written or recorded materials to the selected arbitrator and the other party.

The parties may meet with the arbitrator or, if the arbitrator is too distant to come to the Dayton area, the parties may hold a teleconference.

The arbitrator's decision will be final and put in written form. The arbitrator's decision will not be precedent setting or cited in a later AAA type of grievance hearing.

The object of the alternative method is to expedite matters which lend themselves to an alternative solution and to save resources of time and money.

ARTICLE 7 - COMPLAINT PROCEDURE (Board Policies/Administrative Rules and Regulations)

The Board has the sole and exclusive responsibility for adopting all policies governing the operation of the school district and charges the Superintendent with developing the rules and regulations to implement its policies. Occasionally a complaint may develop that in the interest of effective personnel management should be addressed. Therefore, the following shall apply:

- A. A complaint involves an alleged violation, misinterpretation, or misapplication of the personnel section, (Chapter G) or any policy that specifically mentions teachers and/or directly relates to teachers in Board policy and the administrative rules and regulations used to implement the same.
- B. Teachers are encouraged to use the informal procedure without NDEA assistance, but may seek NDEA help if desired. The teacher or teachers may have representation of their choice at any formal step.
- C. Only failure to follow the complaint procedure would be subject to grievance. The subject of complaint is not grievable.
- D. Complaint procedure forms are available in the school offices and from the NDEA P.R. & R. Chairperson.
- E. Any meeting times and dates must be mutually agreed to.

INFORMAL PROCEDURE (Step I)

The complaint shall be verbally identified and presented during non-working hours to the immediate administrator who can resolve the complaint. The complainant shall state the nature of the complaint showing how the policy/rule or regulation is being misapplied and how the complaint may be resolved. The party shall initial a statement showing the date and time and nature of the complaint presented. The administrator shall render a verbal response to the teacher within five (5) working days of the Step I meeting.

FORMAL PROCEDURE (Step II)

If a satisfactory resolution is not found at Step I, the complaint may be presented in writing to the same administrator within five (5) working days after he/she responds to Step I. The written complaint must contain a concise statement as the nature of the complaint, stating how the policy/rule or regulation is being misapplied. It must state how the complaint may be resolved.

The administrator shall render a written response to the teacher or teachers within five (5) working days of the Step II meeting. A copy of the response shall be sent to the Superintendent or his/her designee.

(Step III)

If a satisfactory solution is not found at Step II, the complaint shall be presented to the Superintendent within five (5) working days of the receipt of the Step II response.

The Superintendent or his/her designee shall, within ten (10) working days of the receipt of the complaint, hold a meeting to hear the complaint. Within five (5) working days of this meeting, the Superintendent shall issue a response in writing to the teacher or teachers.

(Step IV)

If the action taken at Step III does not resolve the complaint, the teacher may present the complaint in writing to the Board of Education within ten (10) days of the receipt of the answer at Step III. The written complaint to the Board shall be filed by the Treasurer of the Board with a copy to the Superintendent. The Board will respond to the teacher or teachers within thirty (30) calendar days.

There shall be no reprisals against any employee of the bargaining unit for exercising his/her rights under this complaint procedure.

ARTICLE 8 - REDUCTION IN FORCE

When, in the judgment of the Board, it becomes necessary to reduce the teaching staff, the following procedures shall apply:

- A. The Board may elect to make reductions in staff through non-renewal of limited teaching contracts or through suspension of limited or continuing teacher contracts. Such action shall be based upon the Superintendent's recommendation.
- B. If the Board elects to make reductions in force through either non-renewal of limited contracts or through suspension of contracts, the following procedures shall apply:
 - 1. If the Board effects staff reduction by suspension of contracts, such suspensions may be for financial reasons, educational program considerations, or for any reason set forth in Section 3319.17 O.R.C., but such contract suspensions shall otherwise comply with Section 3319.17 O.R.C. If the suspension of contracts is necessary for any tenured teachers, this shall be on a last employed-first to be suspended by teaching field basis.

2. If the Board effects staff reduction by non-renewal or suspension of teachers' limited contracts, such non-renewals or suspensions shall be made on a system-wide basis by non-renewing or suspending contracts on a last employed-first to be non-renewed/suspended by teaching field. The Board may deviate from this seniority procedure based on the needs of the District with respect to extra-curricular, curricular, and coaching assignments.
3. All members of the bargaining unit will be placed on a Seniority List for each teaching field. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list UNDER continuing contract teachers, also in descending order of seniority.
4. Reductions in a teaching field will be made by selecting the lowest person on the Seniority List for that area of certification who is currently assigned to a position in that area.

A teacher so affected may elect to displace the lowest teacher on the List in another area of certification, provided that the displacing teacher has a valid provisional, or higher, grade of teacher certificate in the area of displacement on file in the Board Office Personnel File at the time the teacher is notified he will be affected.

C. Seniority:

1. Except that holders of continuing contracts always have seniority over holders of limited contracts, seniority will be defined as the length of continuous service as a certificated employee under regular contract in Northmont District:
 - a. Board-approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
 - b. If two or more teachers have the same length of continuous service, seniority shall be determined by the following sequential steps:
 - the first day of work,
and then by
 - the date of the Board meeting at which the teacher was hired,
and then by
 - the date of the initial employment contract in the District, and
then by
 - any remaining ties will be broken by lot.

- c. Intervention Specialists employed before August 1, 1985 shall have a first work date established as August 1, 1985. All Intervention Specialists employed subsequent to August 1, 1985 shall have their first day of work established as the first work day for seniority purposes.
 - d. Part time employees shall earn seniority credit as follows; one (1) year of part time employment (minimum 184 workdays – see Section 9.02) shall earn one (1) full year of seniority credit for each year employed.
2. Seniority shall be lost when a teacher resigns or leaves the employ of the Board due to non-renewal or termination of their contract, except that teachers who have had their contracts non-renewed or suspended as part of a reduction in staff shall have recall rights and shall not be considered a break in service for seniority purposes.

D. Recall Rights:

1. The names of teachers whose limited contracts are non-renewed or suspended as a result of Reduction in Force shall be placed on a Recall List for eighteen (18) months following such reduction.
2. The recall period shall begin the day following the last actual work date of the teacher being affected by the reduction.
3. Continuing contract teachers whose contracts are suspended as a result of Reduction in Force shall be placed on a Recall List indefinitely in accordance with Section 3319.17, Ohio Revised Code.
4. Teachers on the Recall List shall have the following rights:
 - a. No new teachers will be employed by the Board while there are teachers on the Recall List who are certificated for the vacancy. Such teachers on the Recall List shall be recalled according to seniority: last out, first to be reinstated.
 - b. When a determination is made to fill vacancies, a certified letter will be sent to the last known address of all teachers on the Recall List who are qualified according to these provisions. It is the teacher's responsibility to keep the Human Resources Office informed of his/her current address. During the work year, all teachers are required to respond, in writing, to the Offices of the Board of Education within nine (9) calendar days of the mailing of the certified letter. The most senior of those responding shall be assigned to vacant positions. Any teacher who fails to respond within nine (9) calendar days, or who declines to accept a tendered

position, will forfeit all recall rights. For recall notices mailed between June 1 and August 1 each year, the nine (9) day response time shall be changed to fourteen (14) days.

- c. A teacher on the Recall List will, upon acceptance of the notification to resume active employment status, return to that status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of reduction.
- d. While on recall status, a teacher shall remain a part of the employee group for insurance purposes, for eighteen (18) months, provided that the teacher pays to the Treasurer, monthly, in advance, the full cost of the insurance premiums which he/she wishes to maintain.
- e. If an employee who was previously employed as full time is recalled to a position that is less than full time, the employee may accept or reject the part time position without loss of recall rights as stated in Article 8, Section D. An employee who accepts recall to a part time position shall not suffer a loss of rights to the next available full time position for which he/she is properly certified/licensed.

E. Notice

- 1. When the Superintendent intends to recommend non-renewal or suspension of contracts to achieve a Reduction in Force, he/she shall give notice of such intent to the NDEA President at least ten (10) calendar days prior to Board action.
- 2. Individually affected teachers whose contracts are to be non-renewed or suspended hereunder will be given at least five (5) days notice of the Superintendent's intention to recommend such contract action to the Board.
- 3. Such notice shall be in writing, provided prior to specific knowledge of the persons or positions being affected made public, and in a manner so that delivery of said notice is by hand at a time after student hours or by mail to the affected unit member's residence.
- 4. The Board and Superintendent shall be excused from complying with the notice provisions if such become impracticable or burdensome due to the exercise of displacement rights by a teacher who would otherwise have been reduced but for the exercise of such rights.

F. Seniority List

- 1. A Seniority List shall be prepared and kept updated ranking all tenured teachers in the District by seniority, giving areas of certification, followed by all non-tenured

teachers in the District in a like manner. The NDEA President shall be supplied a copy of this and each update.

2. "Areas of certification" shown on the seniority list or its updates shall be deemed accurate unless, within thirty (30) days following the publication of such list, a teacher presents evidence of additional areas of certification.
3. These procedures shall not apply to the non-renewal of limited teacher contracts for reasons other than Reduction in Force. Only procedural compliance with this section (Reduction in Force) shall be subject to the grievance procedure.
4. This article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures of the District.

ARTICLE 9 - WORKING CONDITIONS

Section 9.01 - INDIVIDUAL CONTRACTS

- A. All contracts for teachers shall contain a per diem rate of base pay.
- B. All building principals shall give each teacher a letter indicating the probable class assignment, grade level, and/or subjects to be taught, whichever is applicable, by June 15 for the following school year. This letter shall not be binding, but shall state the principal's intentions, barring any unforeseen developments.
- C. If a teacher is dissatisfied with the intended assignment, he/she may request a meeting with the principal. This meeting shall be held within five (5) days following the receipt of the teacher's request. The department chairperson may attend the meeting, if requested, by either the teacher or the building principal. At the meeting, rationale shall be given for the assignment by the principal, and the teacher shall explain why he/she is dissatisfied with the assignments.
- D. Each teacher under contract shall be given (whenever feasible) the instructional materials to be used in his/her assignment a minimum of three weeks prior to the use of such materials, with the expectation that an effective program of instruction shall begin with the first day of school, and newly adopted materials will be utilized at the earliest feasible date.

Section 9.02 - CONTRACT YEAR/SCHOOL CALENDAR

- A. The teacher contract year will not exceed 184 days. Any days contracted beyond 184 will be paid at a per-diem rate.
- B. The President of NDEA may meet with the Superintendent by February 1 of each

year to give input on the calendar recommendations for the following school year.

- C. In the event that the school calendar needs to be amended after Board adoption, the Superintendent shall, except in emergency situations when teachers are not available for input, submit to teachers those options under consideration for their input prior to official Board action.

Section 9.03 - TEACHER'S DAY

- A. The teacher's work week will be thirty-seven and one-half (37 1/2) hours as assigned by the Board. Teachers will be required to sign in at arrival and sign out at leaving.
- B. The elementary teacher's day shall have a forty (40) minute planning time, Middle and Senior High teachers shall each day have planning time equal to one class period. Planning time is interpreted to mean planning in the classroom, securing supplies, duplicating materials, staff meetings, curriculum development, parent conferences, and in-service activities.
- C. Building faculty meetings will be confined to the thirty-seven and one-half (37 1/2) hour teacher work week.
- D. Teachers will be guaranteed thirty (30) minutes duty-free lunch time and will be permitted to leave the premises after notifying in advance the principal, or in his/her absence, the secretary.
- E. Any meeting during a teacher's planning time shall be kept to a minimum.
- F. No more than one (1) total building staff meeting per week shall occur during the teacher's regular planning period, unless of an emergency nature. Advance notice will be given the week prior to these scheduled total staff meetings. Only one other planning time period may be used for building or committees during any one week, or a total of two meetings per week.
- G. In-service meetings shall be announced at least one (1) week prior to the scheduled meeting.
- H. On calamity days, teachers shall not be required to report for work. On delayed start days, the reporting time for teachers shall be proportionate to the amount of delay.
- I. When a teacher is absent as provided for by the Board, he/she will notify the principal according to building procedure. The principal will endeavor to secure a substitute from the approved substitute list.

- J. Teachers may not request other teachers to cover classes for them without prior approval of the principal. A teacher will not be required by the building principal to relinquish planning time as defined in this contract to cover classes.
- K. It is contemplated that the Board will implement a work week at the High School and Middle School whereby the teachers will work four (4) days at seven hours and twenty-five minutes (7 hr. 25 min.) and one day at seven hours and fifty minutes (7 hr. 50 min.) for a total work week of thirty-seven and one-half (37-1/2) hours. Should this be done, in no event will the seven hour and fifty minutes (7 hr. 50 min.) day be on Friday.
- L. When special area teachers (art, music, physical education) in elementary are assigned as substitutes for regular classroom teachers (where feasible), a rotation system shall be used by the building principal.
- M. With respect to the two (2) days in the calendar which fall at the end of the first and second quarter and are non-student days, teachers shall have half of those days to do such work at the school that they deem appropriate such as, but not limited to, preparing grade cards, grading examinations, class preparation, meeting with colleagues, and rearranging classrooms.

Section 9.04 - SALARY REGULATIONS

At the time of employment, teachers shall be credited with previous elementary and/or secondary teaching experience to a maximum of eight (8) years. The type of experience which is allowable on the state department reports and which is recognized by Ohio Revised Code will count toward the eight (8) year maximum.

All teachers will be placed on the appropriate step of the salary schedule. Placement on the salary schedule shall be subject to verification of all prior training and experience. Salary adjustments for additional training will be made for a full year increment only when an official transcript(s) is presented by September 15 to justify the change. One-half of a full year increment will be made only when an official transcript(s) is presented by February 1 to justify the change. All transcripts must be presented to the office of the Assistant Superintendent/Human Resources and all transcripts must reflect work taken at a college or university approved for teacher training.

BASE SALARY

The base salary shall be \$35,273 for 2011/2012. In 2012/2013, there will be a 2% increase to the base salary. The base salary shall be \$35,979 for both 2012/2013 and 2013/2014 unless the criteria for the contingency has been met (see contingency provision).

STEP MOVEMENT

Effective in the 2011/12 school year, there will be no step movement on the salary schedule for the duration of this agreement unless the criteria for the contingency has been met (see contingency provision).

Contingency for Year 3 (2013-14)

In Fiscal Year 2013, if the fund balance is equal to or greater than \$7,776,327 as indicated in the 5 Year Forecast on line 10.010 (Fund Balance June 30 for Certification of Appropriations) as set forth in Fiscal Year 2010, then the base salary for certified employees shall be \$36,314 per the 2011/2012 Salary Index from the 2009-2012 CBA. Step movement shall be reinstated and shall not exceed one step, effective July 1, 2013.

Teachers in Northmont shall be able to select one of the two options for receiving their pay. Teachers new or recalled or rehired to the district shall select either option at the time of employment. If a payday falls on a holiday or vacation, paychecks will be issued to teachers on the workday immediately preceding the payday, when it is determined by the Treasurer to be possible.

Option # 1

Teachers shall receive 26 bi-weekly pays, over a 12-month period. Deductions shall be made in accordance with the payroll deduction policy. The first payday shall occur no later than the 15th day of work.

Option # 2

Teachers selecting this option shall receive 20 pays. Teachers initially enrolled in this option shall submit a written request to the Treasurer's Office by August 15 unless employed, recalled, or rehired after that date. Once the teacher has requested this option, it will continue in effect until the teacher submits a written request to the Treasurer to change to the 26 pay option. Requests for change must be received by the Treasurer by August 15. The following conditions shall apply to this option:

- A. The first pay will be the second general payday for teachers and bi-weekly thereafter.
- B. The twentieth (20th) payment will not be released until all contracted duties are completed as verified by the teacher's principal or immediate supervisor.
- C. When possible, deductions will be pro-rated over the 20 pays.

- D. All adjustments and deductions necessary to cover the summer months will be pro-rated over the remaining pays for the school year, commencing with the second pay date in January.
- E. Teachers who participate in payroll deductions for Educators Mutual are not eligible for this option.
- F. Teachers shall not receive pay in advance of their earnings.
- G. The Treasurer will establish the schedule of paydays after the school calendar is adopted or amended each year.

Section 9.05 - PAYROLL DEDUCTIONS

The Board shall provide for payroll deductions for teachers as required by law. In addition, deductions shall be made on equal basis from each check as authorized in writing, by the teacher, for the following items:

- A. Dayton Area School Employees Federal Credit Union (deposits to be mailed prior to the close of the workday preceding payday).
- B. Board-approved insurances.
- C. Board-approved tax-sheltered annuities (procedures outlined in administrative regulation DLB-R shall apply).
- D. United Way.
- E. Political contributions.
- F. Education Foundation contributions.
- G. Professional dues and assessments.

Professional dues and assessments shall be deducted for NDEA, WOEa, OEA, NEA and all affiliated organizations. The NDEA will provide the Treasurer with appropriately signed authorizations at least ten (10) working days prior to the initial deduction date. Any authorization form that is checked “continuous dues” shall remain in effect continuously while the teacher is in the employ of the Board of Education. Teacher cancellation of payroll deductions may be made by the teacher in writing. Such cancellation shall be made on forms obtainable from the Treasurer of the Board. The Treasurer of the Board will notify the President of the Association of such cancellation.

Monies deducted will be transmitted to the Association Treasurer at the end of the month.

Any assessment need which arises during the year shall be deducted within thirty (30) days notice by the Association and in accordance with the schedule submitted by the Association to the Treasurer.

- H. Educators Mutual (no new accounts after August 1, 1979).

Section 9.06 - PERSONNEL FILES

- A. The Human Resources Office maintains in the Central Office an up-to-date file on each teacher. Building principals also keep a personnel file containing pertinent information about each teacher assigned to their building.
- B. A teacher may review, upon written request, the contents of either the building file or the Central Office file. Review of file material shall occur in the presence of the administrator responsible for the file. The teacher shall be allowed to bring another individual to serve as witness during the examination of the file. The review shall occur within three (3) working days of a written request and shall be at a mutually convenient time and date to the parties involved.
- C. During the review of the file, the teacher may request an item or items be removed. If the teacher and the administrator agree to remove an item or items, it shall be done immediately. The teacher may also make written responses to any item in either file. Responses shall be attached to the item in question. Anonymous information shall not be placed in either file.
- D. Complaints from parents or other community members shall follow the complaints against Teachers/Coaches procedures in Section 917 of this Agreement. After that process is completed, any material relative to the complaint shall be reviewed with the affected employee by the appropriate building administrator prior to any decision to place the material into the personnel file. Prior to any complaint being placed in a file, it shall be initialed by the teacher and the administrator directing its placement. Initialing the item does not mean agreement with its content, only knowledge of its existence.
- E. Complaints from a prior school year (August 1 through July 31) shall not be placed in the personnel file unless they have been shared with the teacher by the administrator during the school year in which they occurred. A record of such shared information shall be initialed and dated by both the teacher and the administrator.
- F. Teachers shall have the right to have one (1) free copy of any information contained within either the Principal or Central Office File.

Section 9.07 - VACANCIES AND NEWLY CREATED POSITIONS

All vacancies and newly-created positions for teaching, extra-duty, supervisory, and administrative jobs shall be posted for five (5) working days in each building with the teacher sign-in sheet prior to the position being filled.*

The following procedures shall apply:

- A. All postings will be sequentially numbered and a recording of same will be kept on file in the Office of Human Resources.
- B. During the summer months, vacancies will be posted in the Central Office and mailed to the Association President and to those employees who have made a written request to be notified of any vacancies. Such request must be submitted to the Superintendent's Office by May 31. Staff will provide self-addressed, stamped envelopes for this purpose.
- C. During the school year, all notification will be sent to the President of the NDEA via inter-school mail.

* In the event a vacancy occurs ten (10) working days prior to the beginning of the student school year, the five (5) day posting requirement may be waived. All other provisions shall remain in force.

Section 9.08 - ASSIGNMENT AND TRANSFER

Each teacher shall be assigned to a specific position by, or under, the direction of the Superintendent and may be transferred to any other position for any purposes which, in the judgment of the Superintendent, is for the welfare of the teacher, the school, or the district. Notwithstanding any of the provisions below, the parties agree that teacher assignment and transfer is the sole and statutory prerogative of the Superintendent.

Voluntary Transfer

- A. Voluntary requests for transfer shall be made in writing to the Assistant Superintendent/Human Resources, indicating in order of preference: school or schools desired, grade level, subject area (within certification limitation), and the reason for the transfer request.
- B. Requests for voluntary transfer shall be acknowledged in writing within five (5) working days of their receipt by the Assistant Superintendent/ Human Resources.
- C. Vacancies occurring during the school year shall be available for transfer requests.
- D. In the disposition of all requests for transfer, the interests, aspirations, and desires of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and/or other goals of the school district. Criteria to be used in consideration for transfer will include, but not necessarily be limited to, the following:
 - 1. Contributions, which the teacher could make to the students in a new position according to training, experience and interest.
 - 2. Qualifications of the teacher as compared to other candidates for the position to be filled.
 - 3. The desires of the teacher regarding the transfer.
 - 4. The recommendations of the Building Principal involved in the transfer.
 - 5. The opportunities for professional growth on the teacher's part.

Involuntary Transfer

- A. While some involuntary transfer of teachers from one school to another may be unavoidable under normal circumstances, involuntary transfer should be held to a minimum. Therefore, the following shall apply:

1. Involuntary transfers will be made by the Superintendent when necessary to the development of a harmonious school setting. Such transfers will be made in light of what is best for the school district.
2. Written notice of an involuntary transfer shall be given to the affected teacher. The teacher will have an opportunity to discuss the transfer with the Building Principal and also with the Assistant Superintendent/Human Resources, if desired, prior to the transfer taking place. Whenever possible, involuntary transfer will be processed prior to June 1 of any contract year.
3. When involuntary transfer must take place as a result of reduction in enrollment, the following provisions shall apply:
 - a. Transfers will be encouraged on a voluntary basis.
 - b. If no volunteers are found, the following shall apply:
 - 1) In the secondary schools, the teacher in the department with the least district-wide seniority shall be transferred, provided that all other requirements of certifications are met.
 - 2) In the case of elementary positions, the teacher with the least district-wide seniority in the building shall be transferred.
 - 3) In the case of elementary in-building transfers becoming necessary, volunteers will first be sought. The Building Principal reserves the right to accept or reject such volunteers.

Section 9.09 - FACULTY COUNCIL

- A. In each building there shall be a "School Faculty Council," including the building administrator, the NDEA building representative, and not less than three (3) nor more than seven (7) teachers, as elected by the building staff at the opening faculty meeting.
- B. Size, membership and chairmanship of the Council shall be decided by the staff of each building. Any items of concern to the building staff shall be discussed at these meetings without reprisal.

- C. The purpose of the council will be communications among staff, administration, and NDEA.
- D. The Council shall meet on a monthly basis or whenever called by any two (2) members.
- E. Attendance to Faculty Council shall not be limited to elected staff members. Only elected members shall vote on issues.
- F. There will be no reprisals taken by administrators against teacher participants in the Faculty Council.

Section 9.10 - PARENT/TEACHER CONFERENCES

Parent/teacher conferences will be held during the school year. Teachers shall submit a conference appointment schedule to the Building Principal for his/her prior approval.

Section 9.11 - LUNCHROOM DUTY

Teachers shall not be required to supervise in the cafeteria during student lunch time, except that teachers in the High School may be assigned in the cafeteria if such teacher's schedule makes him/her available for supervision.

When making such assignments, the administration shall first take into consideration whether there exists a sufficient pool of volunteers who will accept such an assignment. However, if enough volunteers are not obtained, teachers may be assigned as necessary. A rotation system will be developed to reasonably ensure that the duty will be spread among qualified staff.

Section 9.12 - TRAVELING TEACHERS

Teachers who are paid mileage for travel between buildings should be allotted no less than adequate time in addition to the actual travel time required to prepare their classrooms.

Section 9.13 - COMPENSATION FOR COMMITTEE WORK NOT DONE ON SCHOOL TIME

- A. Approved district committees, when scheduled to meet after hours of the regular teacher's workday, will be compensated at the rate of .0006 of the BA base per hour. Committee work that is approved will be defined by the Superintendent or his assistants. The compensation will be paid following completion of each semester of committee work.

B. OASIS Program

The OASIS program is an after school alternative education opportunity wherein selected students may participate for the purpose of fulfilling graduation requirements.

The position of Instructor/Facilitator of the OASIS Program shall be compensated at the committee rate as defined in Section 9.13, A of this agreement.

Section 9.14 - TEACHER INPUT

- A. Teachers shall have a role in developing, recommending and evaluating curricular programs which will effect educational improvement in the Northmont City School District.
- B. When a change in the personnel section (Chapter G) of Board Policy is proposed, a copy shall be sent to the NDEA President. The NDEA may respond to the proposed change either in writing or through a meeting with the Superintendent or Superintendent's designee.

Section 9.15 - HANDBOOKS AND RELATED MATERIALS

At the beginning of the school year, the building principal shall provide each teacher with a handbook containing the policies and procedures governing the operation of that school. The Board shall provide each teacher with a copy of the Negotiated Agreement and any other pertinent information of a general interest to the teacher.

A current copy of the complete Board Policy Manual shall be placed in each building office and faculty library or its equivalent. Board Policy Manuals shall be updated with additions and/or corrections within thirty (30) calendar days of their approval by the Board of Education.

Section 9.16 - JOB SECURITY/DISCIPLINARY ACTIONS/NON-RENEWAL

A. Job Security

1. After July 1, 1997, all teachers shall serve a probationary period of four (4) consecutive full school years of full-time employment. During the probationary period, such teacher shall receive a contract for no longer than one (1) school year. All limited contract teachers employed at Northmont City School District prior to July 1, 1997, and who have been employed for four (4) or more full school years shall be considered to have served this probationary period. All limited contract teachers who have been employed less than four (4) full years at Northmont City School District as of July 1, 1997, shall be considered probationary teachers until

they have served four (4) full years. For teachers with an employment history at Northmont City School District prior to July 1, 1997, the full school years need not be consecutive, but the years after July 1, 1997, needed in order to reach four (4) full school years must be consecutive one (1) year contracts.

2. After a teacher has served the probationary period as set forth above and is thereafter rehired, that teacher will not be subject to being non-renewed or non-re-employed and the teacher's employment shall not be terminated except for good and just cause, with the final determination of good and just cause to be decided by an arbitrator selected in the same manner as an arbitrator is selected for determination of a grievance. In the case of termination, either the Association or the teacher may demand arbitration, which demand shall be made within 30 days of a receipt of a copy of the Board resolution terminating the teacher. If arbitration is demanded, the Board of Education shall be considered the moving party and shall bear the burden of proving good and just cause.
3. In the event of a Reduction in Force, all teachers who have served the probationary period, or who are considered to have served the probationary period, shall have their seniority determined as if they had achieved continuing service status as that term is used in R.C. 3319.11.
4. With respect to a probationary teacher, the Board may declare its intention not to re-employ such teacher by giving the teacher written notice on or before the 30th day of April of its intention not to re-employ the teacher. If the Board does not give the teacher written notice on or before the 30th day of April of its intention not to re-employ the teacher, the teacher is deemed re-employed under a limited contract for one (1) year at the same salary plus any increment provided by the Salary Schedule. The teacher is presumed to have accepted such re-employment under a limited contract unless he/she notifies the Board in writing to the contrary on or before the first day of June. The decision of the Superintendent to recommend non-reemployment and/or the decision of the Board not to re-employ shall not be made the subject of a grievance and shall not be processed as such.

B. Disciplinary Actions

1. Prior to the imposition of a discipline more severe than a written reprimand, the affected teacher shall have the right to an informal hearing before the Principal.
2. The Superintendent, or his/her designee, shall have the power and right to reprimand, suspend with or without pay, or otherwise discipline a teacher for good and just cause. All disciplinary action, other than verbal

warnings, shall be given in writing to the affected teacher within 36 hours of taking such action. A probationary teacher may be terminated for less than good and just cause.

3. Discipline shall be applied in a progressive and corrective manner, except instances wherein the teacher is guilty of misconduct, or the teacher's presence represents a clear and present danger to students, employees, or the public.
4. A teacher's right to Association representation in any manner relating to discipline shall only be limited to the extent that immediate employer action is reasonably necessary to protect persons and/or property. In the event immediate employer action is taken without Association representation, then, upon the affected teacher's request, a conference to review the discipline shall be held within 24 hours with the teacher and an Association representative. At this conference, the teacher shall be presented with a written statement of the charges against the teacher, including times and places of occurrence(s).

C. Non-Renewal

1. No later than April 1 the Superintendent shall notify in writing any teacher so affected of his/her intent not to recommend renewal of limited teaching contract. Within four (4) working days of such notification the teacher may request, in writing, a meeting with the Superintendent. The Superintendent and/or his/her designee will discuss with the teacher, at the meeting, the rationale for the recommendation. Such a meeting will be held prior to Board action.
2. The teacher may also request a meeting with the Board of Education. The Board may elect to hear the teacher in executive session, or the teacher may elect to use the Visitors and Communications portion of a regular Board meeting to address the Board.
3. This procedure shall not create an expectancy of continued employment nor shall it prevent the Board from making the final decision regarding a contract renewal or non-renewal.

D. Modifications of R.C. 3319.16

R.C. 3319.16 shall apply to those teachers who now hold or achieve continuing service status. Those teachers are sometimes referred to as tenured teachers. For those teachers, only one departure from the procedure set forth in R.C. 3319.16 shall be permitted by this contract, and that is that a hearing before the Board or the Referee, as the case may be, may be held at any time during the year.

E. Statutory Provisions No Longer Apply

The provisions of this Article dealing with teacher contracts, discipline, and/or probationary periods are specifically intended to supplant Ohio Revised Code Sections 3319.11, 3319.111, and to the extent set forth in the immediately preceding paragraph, 3319.16.

Section 9.17 - COMPLAINTS AGAINST TEACHERS/COACHES

A. Complaints against teachers, except those from the teachers' supervisors, shall be directed to those persons listed below and in the following order:

1. First, the Classroom Teacher. If unresolved or additional information or assistance is needed, then confer with
2. Second, the Principal. At this point the complaint must be submitted in writing stating the nature of the complaint and the nature of the remedy sought. Copies of the formal complaint will then be distributed to all involved parties. If unresolved or additional information or assistance is needed, then confer with
3. Third, the Superintendent's Office. The Superintendent may choose to direct the complaint to a designee who has responsibility in the area of question or concern. If the concern is still unresolved, then confer with
4. Fourth, the Board of Education. Any action on the complaint by the Board of Education shall be deemed to be final.

B. Complaints against coaches shall be directed to those persons listed below and in the following order:

1. First, the Coach
2. Second, the Athletic Director
3. Third, the Principal
4. Fourth, the Superintendent
5. Fifth, the Board of Education

ARTICLE 10 - LEAVES

Section 10.01 - SICK LEAVE

- A. General Rules: Each teacher shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month which shall accumulate at the rate of fifteen (15) days per year. Teachers who, at the beginning of a contract year, have less than ten (10) days accumulated sick leave may be advanced up to ten (10) days as needed for covered absences at their request, but not more than the number of days equal to the difference between ten (10) days and the balance of the teacher's accumulated sick leave at the beginning of the contract year.
1. At the close of each school year, the unused portion of the annual sick leave shall be placed in reserve, not to exceed a maximum of two hundred sixty four (264) days.
 2. There is no limit to the number of accumulated sick days that can be used during any one school year.
 3. The previously accumulated sick leave of a teacher who leaves the service of the Board shall be placed to his/her credit upon his/her re-employment by the Board.
 4. A teacher who transfers from the service of any public agency in the State of Ohio shall be credited with the unused balance of his/her accumulated sick leave.
 5. All applications for use of sick leave shall be made on forms (242) prescribed by the Board and shall be filed with the Treasurer's Office within ten (10) days after the teacher returns to duty. Failure to file the prescribed forms within the time limit will result in a per diem deduction in pay.
- B. Purposes for which sick leave may be used: Teachers may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, death of a friend or relative, and for absence due to illness or injury in the teacher's immediate family. If accumulated sick leave is not sufficient to cover the length of absence, the teacher may be placed on leave of absence without pay for the remainder of the school year in which the absence occurred.

1. Personal Illness. If a teacher is absent from duty because of personal illness and sees a physician, said physician's name, address, and date consulted shall be listed on the sick leave form. Routine doctor, dental, and visual care appointments are acceptable uses when limited to one-half (1/2) day per absence. Full day absences are available when necessary.
2. Illness or injury in the Immediate Family. Immediate family defined as parent, brother, sister, husband, wife, child, or one in the household who has virtually held the position of parent or child. If a physician is seen, said physician's name, address, and date consulted shall be listed on the sick leave form. Routine doctor, dental, and visual care appointments are acceptable uses when limited to one-half (1/2) day per absence and if the teacher must accompany the immediate family member. Full day absences are available when necessary.
3. Death of a Close Relative. Five (5) days absence without loss of pay, including travel time, will be allowed when a death occurs of a close relative, i.e., husband, wife, father, mother, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or a person living in the same household.
4. Death of a Close Friend or Remote Relative. One (1) day absence without loss of pay will be allowed when the death is that of a close friend or a more remote relative, i.e. sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or cousin. Approval for one additional day for travel may be requested, in writing, from the Superintendent.
5. Pregnancy. For absence due to disability caused or contributed to by pregnancy when a physician's statement verifies same.

Section 10.02 - VIOLENCE LEAVE

The Board shall provide leave for teachers who are absent due to physical or emotional disability caused by wrongful physical violence inflicted on the teacher without the teacher's consent, and having occurred, while the teacher is in the performance of his/her duties for the Board of Education. The following procedures shall apply:

- A. Violence Leave shall be limited to ninety (90) working days per school year.
- B. The teacher shall be required to furnish a signed statement on forms prescribed by the Board to justify the use of Violence Leave.
- C. A certificate from a licensed physician stating the nature of the disability and its duration shall be required before Violence Leave can be approved for payment.

- D. Falsification of either a signed statement or a physician's certificate will be grounds for suspension or termination of employment.
- E. The teacher shall file a charge of "assault and battery" or its equivalent with the appropriate police agency against the party or parties who inflicted the physical violence on the teacher.

This section shall serve to replace and supplant R.C. 3318.143.

Section 10.03 - PERSONAL LEAVE

- A. Authorization -- Each teacher shall be authorized to use three (3) days each school year for necessary personal leave in order to take care of matters of business which, under ordinary circumstances, cannot be taken care of except during school hours. Acceptable reasons for the use of personal leave shall include the following:
 - 1. Weddings in the immediate family/remote family.
 - 2. Graduations or military honors in the immediate family/remote family.
 - 3. Receiving an award for contributions to education, community, or church, or for a member of immediate family/remote family receiving the same.
 - 4. Moving from one residence to another.
 - 5. Legal transactions or legal proceedings.
 - 6. Meeting or conventions where employee is an officer or elected delegate.
 - 7. Religious holidays.
 - 8. Emergencies requiring immediate action.
 - 9. Parent conference of employee's dependent.
 - 10. College registration/visitation.
 - 11. Transporting to and from college.
 - 12. State Teachers Retirement System inquiry.
 - 13. Appointment with IRS.

14. Adoption of child.

15. Other *

* Absence for legitimate reasons not listed may be granted upon written requests and approved by the Superintendent or his/her designee.

No personal leave shall be taken or used during the first week and the last two weeks of school unless requested in writing and approved by both the Building Principal and the Superintendent or his/her designee.

B. Notification -- Notification shall be given to the Building Principal, in writing, three (3) workdays in advance of the use of the personal leave.

C. Use of Personal Leave -- No more than two (2) persons in each of the elementary buildings, no more than three (3) persons in the middle school, and no more than four (4) persons in the senior high school may use personal leave on the same day.

It is important that the teacher give written notice as early as possible because these days will be "first come, first served".

D. Emergency -- Notwithstanding the limitations of paragraphs B and C, one (1) day of personal leave may be taken on an emergency basis and the restrictions of paragraphs B and C shall not apply to that day.

If a teacher has already used a day pursuant to the previous paragraph, no other days of personal leave will be allowed unless the teacher has remaining personal leave days and the requirements of paragraph B & C are met, unless the Superintendent in his/her sole discretion so authorizes.

E. Personal leave may be taken in whole or half day increments, but not otherwise.

F. If a teacher uses no personal leave during a school year, then, at the conclusion of that school year, that teacher shall have the option of receiving one (1) day of permanent severance pay (compare to Article 11 Sec. 11.01) or an additional day of sick leave reserve, even if, by reason of such additional day, the reserve exceeds the maximum reserve permitted by Article 10 Sec. 10.01. This paragraph is not applicable to a teacher who is absent from duty in excess of 90 days in a school year.

Section 10.04 - COURT APPEARANCES

A teacher selected as a juror or ordered to appear for jury selection shall be paid the difference between the court payment and his/her regular salary. The teacher will receive his/her full daily wage from the Board by endorsing the jury duty check to the Board.

Any teacher subpoenaed as a witness in court shall be paid the difference between the court payment and his/her regular salary. The teacher will receive his/her full daily wage from the Board by endorsing the witness payment to the Board.

Section 10.05 - SABBATICAL LEAVE

Sabbatical leaves for study, travel, and research may be granted by the Board upon recommendation of the Superintendent, to teachers who have completed five (5) years of service in the Northmont Schools.

Such sabbatical leaves shall be in recognition of significant service in the Northmont Schools and for the purpose of encouraging achievement, which contributes to the professional effectiveness of the teachers and the value of their subsequent service to the Northmont Schools. Such leave shall not be for the specific purpose of pursuing an advanced degree unless it is in the area of a person's teaching assignment.

- A. Each year, a maximum of three percent (3%) of the teachers who are otherwise eligible, may be granted sabbatical leave.
- B. Sabbatical leave may not be granted to one teacher more often than once every five (5) years. It will be granted only when the proposed purpose of the leave warrants it and when the teaching program and the interest of the Northmont Schools will not be seriously impaired by the teacher's absence.
- C. Application for sabbatical leave shall be made in writing to the Assistant Superintendent / Human Resources not later than April 1, preceding the school year within which the leave is desired. The application must be accompanied by a statement of a well-considered plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the Northmont Schools.
- D. Each teacher who is granted sabbatical leave must enter into a written agreement with the Board to return to duty in the Northmont School system for at least one (1) year after completion of the sabbatical leave. Upon returning, the teacher shall present a full report regarding the use of sabbatical leave to the Board.
- E. Any time spent on sabbatical leave shall be considered as additional experience on the salary schedule.

- F. Partial salary as provided in Ohio Revised Code, Section 3319.131, will be granted teachers on sabbatical leave. At their own expense, teachers may continue their insurance coverage, providing the insurance company or hospital service association involved permits continuance of coverage.

Section 10.06 - PROFESSIONAL MEETINGS AND CONFERENCES

Included in the annual (July 1 through June 30) budget for each school will be an amount for professional meetings and conferences. The amounts for each of the buildings are as follows:

<u>School</u>	<u>Amount</u>
Northmont Senior High School	\$4000.00
Northmont Middle School	\$2000.00
O.R. Edgington Elementary	\$1000.00
Englewood Elementary	\$1000.00
Englewood Hills Elementary	\$1000.00
Northmoor Elementary	\$1000.00
Northwood Elementary	\$1000.00
Union Elementary	\$1000.00

Amounts not expended in one fiscal year will accrue to the next fiscal year, provided that at no time shall the accrued amount be more than 150% of the annual amount.

Any teacher requesting to attend any conference, convention, or meeting may be absent for such purpose without loss of pay, if such attendance is in the interest of the District and within the scope of the teacher's area of employment. All requests by teachers must be on the approved district form and submitted in advance to the Building Principal. The Building Principal may approve requests, staying within the limits of the building budget for such purposes. An over-all limit on reimbursement for expenses incurred will be placed at \$500.00 per teacher per fiscal year and shall be limited to the costs of transportation and parking, lodging, registration, and meals.

Attendance at any given professional meeting or convention shall be limited to two (2) teachers per meeting per building of elementary schools, and three (3) teachers per meeting per building at secondary schools. Requests to attend conferences, conventions, or meetings should be made as early as possible inasmuch as consideration will be given to the date such request is made.

Section 10.07 - PROFESSIONAL LEAVES OF ABSENCE

A leave of absence shall be defined as a Board-approved absence from work. An employee shall not be paid salary, wages, or Board-paid fringe benefits while on a leave of absence.

The individual employment contract of any employee on leave of absence shall continue to run during the period of such leave and shall, therefore, be subject to renewal, non-renewal, or suspension, or as otherwise provided by law.

Leaves of absence may be approved for the following purposes:

- A. Exchange teaching abroad, or other assignments deemed of special value to the government or to the school district.
- B. Professional studies designed to improve or broaden skills so as to become a better teacher.
- C. To complete field experiences for certification in school counseling, administration, or curriculum (may be granted for one quarter).

To be eligible for consideration for leave of absence, a teacher must have completed three or more consecutive years of service in the Northmont District. All requests for leave of absence must be submitted in writing to the Superintendent. The request shall include the purpose and the proposed starting and ending dates of leave. Such leave shall be for the remainder of the current semester or school year, and may be granted for an additional two consecutive semesters upon application and approval by the Board. All leaves of absence are subject to the recommendation of the Superintendent and approval by the Board of Education.

A teacher intending to resume teaching or to request to extend the leave for another year shall, by March 15 of the year in which the leave ends, send notification of said intent to the Assistant Superintendent/Human Resources. Failure to provide such notification shall be deemed by the Board to be an indication that the teacher does not wish to return to teaching and has, therefore, resigned. Teachers returning to service following a period of time in which they have applied for, and received approval of, two leaves of absence requests shall not be eligible for further leaves of absence until they have completed an additional three consecutive years of service in Northmont District.

An employee may continue to participate in District group insurance programs providing he/she is willing to assume the full premium cost of such coverage. Such payments shall be made, in advance, by the employee in a manner prescribed by the Treasurer's Office. Employees wishing to continue their participation in District group insurance programs shall state such intentions with their request for leave of absence.

Use of a leave of absence for a purpose other than those stated herein shall constitute grounds for termination of the employee's contract.

Time spent on approved leave of absence shall not count toward seniority for any purpose described in this agreement, nor shall it count toward salary increments. An approved leave of absence shall not be considered an interruption of continuous service for the purpose of determining seniority.

Upon the expiration of the leave, the employee shall assume the contract status held at the time the leave was granted.

Section 10.08 - MATERNITY/PATERNITY/CHILD CARE LEAVE

A. Maternity

Maternity leave without pay shall be granted to any female employee in the absence of sufficient sick leave to cover the period of disability connected with pregnancy. The period of disability shall be defined as the period prior to birth and following birth in which the employee's doctor certifies that the employee is unable to perform her duties.

Application shall be made in writing not later than thirty (30) calendar days prior to the effective date of the leave.

The request shall be accompanied by a note from the attending physician indicating his/her opinion as the expected date of birth and his recommendation as to when the teacher should cease performing teaching duties. In case of a miscarriage, the teacher shall be entitled to reinstatement at the beginning of the next quarter, provided a written request for reinstatement is submitted to the Assistant Superintendent/Human Resources at least twenty-five (25) calendar days prior to the beginning of the next quarter.

A teacher who returns to work from use of sick leave as applicable to disability related to pregnancy shall be entitled to return to the position held prior to such absence. A teacher who returns to work from use of maternity leave under the above provisions shall be entitled to return to a position within her valid certification areas.

B. Child Care

A teacher who has completed two or more consecutive years of service in Northmont District may, subject to the recommendation of the Superintendent and approval of the Board, be granted leave of absence without pay.

The individual employment contract of any employee on leave of absence shall continue to run during the period of such leave and shall, therefore, be subject to renewal, non-renewal, or suspension or as otherwise provided by law. All requests for leave of absence must be submitted in writing to the Superintendent. The request shall include the purpose and the proposed starting and ending dates of leave. Such leave shall be for the remainder of the current semester, or school year, and may be granted for an additional two consecutive semesters upon application and approval by the Board. All leaves of absence are subject to the recommendation of the Superintendent and approval by the Board of Education. Such leave shall commence immediately following the period of disability as defined in section A of this procedure in the case of female employee giving birth. In the case of adoption, or in the case of a male employee, the leave may commence at the date approved following birth or adoption. In cases involving adoption, the adopting parent/employee shall notify the Assistant Superintendent/ Human Resources as soon as the date of adoption has been determined and shall also provide a statement from the adoption agency indicating the custody date.

A teacher intending to resume teaching or to request to extend the leave for another year shall, by March 15 of the year in which the leave ends, send notification of said intent to the Assistant Superintendent/ Human Resources. Failure to provide such notification shall be deemed by the Board to be an indication that the teacher does not wish to return to teaching and has, therefore, resigned. Teachers returning to service following a period of time in which they have applied for, and received approval of, two leaves of absence requests shall not be eligible for further leaves of absence until they have completed an additional two consecutive years of service in Northmont District.

An employee may continue to participate in District group insurance programs providing he/she is willing to assume the full premium cost of such coverage. Such payments shall be made, in advance, by the employee in a manner prescribed by the Treasurer's Office. Employees wishing to continue their participation in District group insurance programs shall state such intentions with their request for leave of absence.

Use of a leave of absence for a purpose other than those stated herein shall constitute grounds for termination of the employee's contract.

Time spent on approved leave of absence shall not count toward seniority for any purpose described in this agreement, nor shall it count toward salary increments. An approved leave of absence shall not be considered an interruption of continuous service for the purpose of determining seniority.

Upon the expiration of the leave, the employee shall assume the contract status held at the time the leave was granted.

Section 10.09 - EXTENDED ILLNESS LEAVE

Subject to the recommendation of the Superintendent and approval by the Board, a teacher may be granted a leave of absence without pay for up to two (2) consecutive years when a personal illness, illness in the immediate family, or disability is the reason for the request.

Section 10.10 - MILITARY LEAVE

Military leave shall be granted to any teacher who may be drafted or recalled to active duty in the armed forces in accordance with Section 3319.14 of the Revised Code of Ohio. Voluntary re-enlistment immediately terminates military leave granted by the Board.

Section 10.11 - UNAUTHORIZED ABSENCE

Absence for reasons other than those allowed elsewhere in this Agreement is unauthorized. Employees who are absent from their job without authorization shall be given a verbal warning the first time, a written reprimand the second time, and the third unauthorized absence shall cause the employee to be subject to termination or non-renewal. A record of the verbal warning may be kept by the administrator making the warning, separate from employee's official personnel files, until which time it may be followed by the above-cited written reprimand, and then it may be transferred to the Personnel Files. An additional record of such warnings will be kept in a separate file by the Office of Human Resources.

Any record of a verbal reprimand or any written reprimand associated with unauthorized absence that is more than five (5) years old shall be destroyed.

ARTICLE 11 - COMPENSATION AND BENEFITS

Section 11.01 - SEVERANCE PAY (RETIREMENT)

Any teacher who is employed by the Board at the time of filing for retirement from the State Teachers' Retirement is eligible to apply to the Treasurer within thirty (30) days following said retirement for severance pay. Said payment shall be an amount determined by multiplying the daily rate of the teacher's base pay, exclusive of supplemental pay, by twenty-five percent (25%) of the number of days unused accumulated sick leave, provided that in no event shall the number of days severance pay exceed sixty-two (62) days.

The teacher shall inform the Treasurer that payment is to be made in a lump sum within sixty (60) days of the receipt of application. Payment shall eliminate all accumulated sick

leave.

For purpose of this Section, a teacher who has not retired, but is eligible for retirement under the State Teachers' Retirement System, and who dies, shall be treated as having retired on the date of his/her death, and severance pay shall be paid to his/her estate.

In addition to the above, and beginning with the 1993-94 school year, each teacher who begins the school year with the maximum portion of sick leave in reserve (Article 10, Section 10.01 (A) (2) and who thereafter does not use any sick leave for that school year, shall be awarded one (1) day of severance pay which shall be permanent regardless of the use of sick leave after that school year. The amount to be paid and the determination as to when it shall be paid shall follow the procedure for severance pay.

Section 11.02 - MILEAGE

Teachers who, as a part of their teaching assignment, are required to travel by their personal car between buildings during school hours shall be compensated for the mileage they travel at the current IRS rate. Said teachers shall keep accurate logs of all said mileage accumulation using the set of standard distances between buildings already established for administrators.

Mileage reports shall be turned in monthly on the approved forms to the teacher's home base administrator. Monies owed to individuals for in-district mileage shall be paid during the month following the filing of said reports.

Section 11.03 - NDEA EMPLOYEE HARDSHIP FUND

Once every year, the Board shall match the total contributions by unit members up to an amount not to exceed \$2500.00. Such amount shall be paid over to the NDEA for an Employee Hardship Fund. The fund shall be administered by the NDEA and monies therein shall be used to subsidize unit members who have exhausted sick leave. The manner of subsidization may be by gift or loan as may be authorized by the NDEA. Although the fund shall be administered by the NDEA, the NDEA shall, no less than once per year, account to the Board on such matters as the size of the fund and the names of the unit members who benefited from the fund including the amounts. The Board shall also be provided a current copy of the rules and regulations pertaining to the fund as may be developed from time to time by the NDEA.

Section 11.04 - TUITION-FREE ATTENDANCE OF UNIT MEMBERS' CHILDREN

Non-resident bargaining unit members who qualify may enroll their natural, adopted, and custodial children in the District's schools tuition free. Actual placement will be on a first come, first served, space available basis except that once enrolled, the given children will have first priority for re-enrolling the following year. The Superintendent or his/her

designee will respond in writing to the requests by July 1 of the given year.

Should a child's condition require excessive expenditures on the part of the District, the unit member will reimburse the District the difference in cost as compared to the District's statutory tuition rate. Should any court or agency with appropriate jurisdiction rule that the preceding sentence, for whatever reason is unenforceable, then this Section will cease to exist for the next following school year.

Any student receiving free tuition, as a condition of the continued receipt of free tuition, shall maintain a C average. No student shall be enrolled under this Section if that student has been expelled from another Ohio Public School and the period of expulsion has not expired.

Section 11.05 - HOSPITAL/SURGICAL/MAJOR MEDICAL INSURANCE

For the 1992-93 school year and thereafter the Board shall purchase what is referred to in the health insurance industry or business as "point-of-service" medical insurance. This insurance purchased by the Board shall be insurance which meets or exceeds the specifications below.

All members of the bargaining unit shall be entitled to participate in the plan as set forth below either on a single or family plan as is appropriate under the circumstances and requirements of the insurer.

Premium Charge

Employer-employee percentage contribution for medical health insurance premiums will be:

2011-12	Employer pays 89%
	Employee pays 11%
2012-13	Employer pays 87%
	Employee pays 13%
2013-14	Employer pays 85%
	Employee pays 15%

Specifications of Select Medical Plan

United Health Care has designed this health care benefit program, which permits you to choose between two benefit options to best meet your individual needs each time you need medical coverage.

When you use a United Health Care participating provider, you receive "In-Network"

coverage. When you receive care from a provider out of the United Health Care network, you will receive "Out-of-Network" coverage.

Effective 2011/2012;

- 1.) an additional tier "employee plus kids" shall be provided.
- 2.) Premiums will be deducted from two pays each month

	IN-NETWORK	OUT-OF-NETWORK
Plan Features		
-Physician Services Office Visit Copay	\$15 Copay Per Visit	N/A
- Plan Coinsurance	100%; Some Services 80/20%	80%
- Emergency Room Copay Waived if Admitted	\$50	\$50
- Individual Deductible	N/A	\$150
- Family Deductible	N/A	\$300
- Individual Out-Of-Pocket	\$650	\$850
- Family Out-Of-Pocket	\$1,300	\$1,700
Lifetime Maximum	Unlimited	\$1,000,000
Covered Services		
Physician Office Visits	\$15.00 Copay in 2011-12 Beginning in 2012-13 \$20 Copay Per Visit	20% of Eligible Expenses Not Covered
- Routine Physical Examination		20% of Eligible Expenses
- Diagnostic Lab & X-Ray		\$500 to age 1; \$150 ages 1-9
- Well Child Care/Immunizations		Not Covered
- Preventive Care		Not Covered
- Routine Vision & Hearing Exams (Limited to 1 every 12 Months)		Not Covered
- Mammograms & Pap Tests		20% of Eligible Expenses
Outpatient Diagnostic Services	100%	20% of Eligible Expenses
- Diagnostic, Laboratory and X-Ray		
Outpatient Surgery	100%	20% of Eligible Expenses
- Outpatient Surgical Care		
Outpatient Rehabilitation (In Office)		
- Physical Therapy	\$15 Copay	50% of Eligible Expenses
- Occupational Therapy	\$15 Copay	50% of Eligible Expenses
- Speech Therapy (50 treatments of any combination)	\$15 Copay	50% of Eligible Expenses
- Spinal Manipulation (Limited to \$500 per year)	Not Covered	Deductible waived; then 20% of Eligible Expenses
Hospital Care	\$250 copay per admission	20% of Eligible Expenses
- Room and board		
- Diagnostic Laboratory and X-Ray		
- Misc. Charges		
Professional Fees - Inpatient	100%	20% of Eligible Expenses
- Surgeon/Physicians		
Maternity Care	100%	20% of Eligible Expenses
- Physician Prenatal and Postnatal Care		
Emergency Care		
- Hospital Emergency Care (Copay Waived if Admitted)	\$50.00 Copay in 2011-12 Beginning in 2012-13 \$75.00	20% of Eligible Expenses
- Urgent Care Centers	\$25.00 Copay in 2011-12 Beginning in 2012-13 \$35.00	20% of Eligible Expenses
- Ambulance Services	100%	100%

United Health Care

In-Network:

United Health Care participating providers accept fees as payment in full and agree not to bill members for any remaining balances. Members are responsible only for stated co-payments. No claim forms are required to be completed by plan members.

Out of Network:

Benefits are paid using Reasonable and Customary (R&C) guidelines. R&C refers to charges or fees of a physician which are frequently determined by set services offered over a period of time within a specific geographic area. Fees charged by non-participating providers in excess of R&C limits will be the employee's responsibility and do not help satisfy out-of-pocket limits or deductibles. Any claim form required to be filed will be the plan participant's responsibility.

This Benefit Summary is intended to be a brief description of health care benefits available for employees and eligible dependents. More detail is provided in your plan booklet.

Section 11.06 - DENTAL INSURANCE

The Board will purchase basic comprehensive dental insurance according to the specifications listed herein for each full-time teacher who requests such coverage and his/her eligible dependents. Ninety percent (90%) of the monthly premium cost shall be paid by the Board and ten percent (10%) of the monthly premium cost shall be paid by the teacher. The monthly premium cost for part-time teachers will be pro-rated based upon the percentage of the full-time contract they hold.

This dental insurance program shall remain in effect only if the minimum number of enrollees established by the insurer is maintained.

The following general specifications are to be used as guidelines only:

- A. Deductible amounts:
 - 1. Twenty-five dollars (\$25) individual deductible amount per calendar benefit year
 - 2. Fifty dollars (\$50) family deductible amount per calendar benefit year
- B. One hundred percent (100%) of the customary and reasonable fees charged by a dentist, not subject to deductible, for the following:

1. Routine oral exams (once every six (6) months)
 2. Teeth cleaning (once every six (6) months)
 3. Fluoride treatments (once every twelve (12) months)
 4. Emergency pain treatments
 5. Space maintainers
 6. Diagnostic X-Rays
 7. Tests and lab exams
- C. Eighty percent (80%) of the reasonable and customary fees by a dentist, subject to the deductible amount, for the following:
1. Fillings (Amalgams, Silicate, Acrylic)
 2. Root Canal Therapy
 3. Treatment of Gum Disease
 4. Repair of Bridgework and Dentures
 5. Extractions and Oral Surgery
 6. General Anesthesia (only if medically necessary)
- D. Sixty percent (60%) of the reasonable and customary fee charged by a dentist, subject to the deductible amount, for the following:
1. Inlays, Onlays, Gold Fillings, or Crown Restorations
 2. Initial Installation of Fixed Bridgework
 3. Installation of Partial or Full, Removable Dentures
 4. Replacement of Existing Bridgework or Dentures
- E. Sixty percent (60%) of the reasonable and customary fee charged by a dentist, not subject to deductible, for the following:
1. Full Banded Orthodontic Treatment

2. Appliances for Tooth Guidance
3. Appliances to Control Harmful Habits
4. Retention Appliances (not in connection with full banded treatment)
5. Lifetime maximum per person, \$1000
The calendar year maximum per person shall be limited to \$1500.00

Section 11.07 - GROUP LIFE INSURANCE

The Board shall purchase group term life insurance in the amount of \$25,000 for each teacher, plus an equal amount of accidental death and dismemberment coverage. The cost of this program shall be paid by the Board.

Section 11.08 - INSURANCE CARRIERS AND INFORMATION

The Board has the absolute right to change the carrier for any of the insurance programs contained herein, provided that such coverage and service shall be equal to that as specified in the insurance policies herein. If the Board is considering changing carriers, the Association President shall be notified fifteen (15) days in advance of Board action. Notice shall include a copy of the current contract as well as any proposed contracts. The Association will, upon request, have its designated representatives meet within ten (10) days of receipt of the contracts cited above to discuss the contract changes.

Every effort will be made to have a copy of any contract changes given to each teacher within sixty (60) days of the effective date of the new contract.

Section 11.09 - STATE TEACHERS RETIREMENT SYSTEM PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked-up" by the Board. This action will be as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although such pick up shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income taxes shall be the employee's total gross income reduced by the then current mandated percentage amount of the employee's mandatory State Teachers Retirement System contribution. No employee's total salary shall be increased by such pick up, nor shall the Board's total contribution to the State Teachers Retirement System be increased thereby. This action shall be subject to the following stipulations:

- A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.
- B. The parties agree that, should the rules and regulations of the IRS or State Teachers Retirement System change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- C. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workers compensation, shall be based on employees' daily gross pay prior to reduction.
- D. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
- E. The Board is not liable, nor will it be held responsible, for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan, now or in the future.
- F. The Association, and its members, both severally and individually agree to indemnify and hold the Board harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the Board in compliance with the provisions of this article.

Section 11.10 - SUMMER SCHOOL PAY

Teachers of summer school will be paid at a rate equivalent to .000725 of the Bachelor's Base in effect during the school year just ended. Each summer school teacher will have a thirty (30) minute paid planning period during each day summer school is in session.

Section 11.11 – MENTOR PROGRAM – COMPENSATION

Teachers authorized by their building principal to serve as Mentor for teachers new to the Northmont City Schools shall be paid the sum of \$300.00 per academic year.

Section 11.12 - EXTRA DUTY SALARY SCHEDULE

The extra duty salary schedule shall be an indexed schedule. The salary for any step on the schedule shall be computed by multiplying the index for the category times the salary for that step in the category. There shall be steps on the schedule as follows:

<u>Years of Experience</u>	<u>Index Steps</u>
0	BA Base
1	BA # 1
2	BA # 2
3	BA # 3
4	BA # 4
5	BA # 5

Each time the regular teacher salary schedule is adjusted, the extra duty salary schedule shall be re-calculated.

When the need for new positions on the extra duty salary schedule arises, the administrative staff shall consult with the members of the teaching staff in the area involved to determine responsibilities and time involved in the position. After such consultation, the Superintendent shall place the position within the category. No position shall be changed within the categories unless the administrative staff develops a new job description showing changes in responsibilities and time. Any teacher under contract for extra duty may request, in writing, a conference with the Building Principal or Coordinator of Student Services to review his/her category placement. A review conference will be held within ten (10) working days after the written request and supportive rationale for the change has been received. The Building Principal or Coordinator of Student Services shall provide the teacher in writing his/her decision within ten (10) working days of the conference.

Teachers transferring to Northmont shall be credited all the applicable extra duty experience held in the other school district up to a maximum step on Northmont's schedule. Northmont teachers changing duty position, but remaining within the same area, shall not lose experience credit. A copy of the job description for the position involved shall be given to the teacher at the time an extra duty contract is offered and accepted.

Each head coach/activity sponsor will submit an activity report at the close of the season to the Building Principal. This activity report shall be on the appropriate district form and will include in part: number of students participating, games played and results, number and types of injuries, an inventory of supplies and equipment, and recommendations for the upcoming season. The Building Principal or immediate supervisor will assist each activity program in regard to retention or expansion.

All contracts for extracurricular duties shall be considered one-year limited, supplemental contracts. They are, under no circumstances, to be considered automatically renewable for the following season.

Section 11.12 - EXTRA DUTY SALARY SCHEDULE INDEX

Cat. #1 (2.000)
Athletic Trainer
Faculty Manager

Cat. #2 (.1750)
Varsity HD Football HS

Cat. #3 (.1650)
Varsity HD Boys Soccer HS
Varsity HD Boys Basketball HS
Varsity HD Wrestling HS
Varsity HD Girls Soccer HS
Varsity HS Girls Basketball HS
Auditorium Director HS

Cat. #4 (.1450)

Cat. #5 (.1350)
Coordinator Assistant FB HS

Cat. #6 (.1250)
Assistant Football HS
Auditorium Technician HS
Media Services Coordinator HS
Varsity Head Track HS
Assistant Athletic Director HS

Cat. #7 (.1175)
Varsity HD Baseball HS
Varsity HD Volleyball HS
Varsity HD Cross Country HS
Girls Gymnastics HS
Varsity HD Softball HS
Drama/Debate Advisor HS
Cheerleader Advisor HS
JV Boys Soccer HS
JV Girls Soccer HS

Cat. #8 (.1150)
JV Assistant Wrestling HS
JV HD Girls Basketball HS
JV HD Boys Basketball HS

Cat. #9 (.1075)
Varsity HD Swim HS

Cat. #10 (.1050)
HD 9th Football
Yearbook Advisor HS
Newspaper Advisor HS
Weight Room Coordinator HS
Stadium Director HS

Cat. #11 (.0975)
Varsity HD Boys Golf HS
Varsity HD Girls Tennis HS
Assistant Swim Coach HS
Varsity HD Girls Golf HS

Cat. #12 (.0950)
9th Boys Basketball
9th Girls Basketball
Varsity Assistant Boys Soccer HS
Varsity Assistant Girls Soccer HS
Assistant Drama Director HS

Cat. #13 (.0875)
Varsity HD Boys Tennis HS
JV Baseball HS
Assistant Track HS
Assistant 9th Football
JV Softball HS
8th Football

Cat. #14 (.0775)
JV Cheerleader Advisor
JV Volleyball HS
JV Girls Tennis HS
LPDC Chairperson

Cat. 15 (.0750)

Message/Scoreboard
9th Wrestling
9th Baseball
Band HS **
Asst. Band HS **
Orchestra (50%) HS **
Vocal Music HS **
JV Assistant Boys Soccer
HD Track MS
HD Wrestling MS
8th Boys Basketball
8th Girls Basketball
Cross Country MS
Girls Softball MS
7th Boys Basketball
7th Girls Basketball
7th HD Football
Band MS **
Orchestra (50%) MS **
Vocal Music MS
9th Cheerleader Advisor
Facilitator Mentorship
Facilitator EYT Program
JV Asst. Girls Soccer
Asst. Girls Basketball HS
Asst. Boys Basketball HS

Cat. #16 (.0600)

JV Boys Tennis HS
Cheerleader Advisor MS
7th Girls Volleyball
8th Girls Volleyball
Varsity Assistant Baseball HS
Varsity Assistant Softball HS
JV Boys Golf
JV Girls Golf
Varsity HD Boys Bowling
Varsity HD Girls Bowling

Cat. #17 (.0550)

12th Class Advisor
11th Class Advisor
Student Government Advisor HS
Asst. 8th Football
Asst. 7th Wrestling MS
Asst. Track MS
Yearbook Advisor MS
Assistant Girls Soccer
TV Production Advisor MS
Webmaster HS
Asst. Boys Soccer
JV Assistant Softball HS
JV Assistant Baseball HS
JV Assistant Girls Basketball HS
JV Assistant Boys Basketball HS

Cat. #18 (.0450)

Safety Patrol Advisor
LPDC Teacher Member
Webmaster MS

Cat. #19 (.0350)

Newspaper Advisor MS
Student Council Advisor MS
10th Class Advisor
9th Class Advisor
Muse Machine HS
Muse Machine MS
Elementary Intramural/Activities
Mock Trial
SWAT Team Advisor MS
Webmaster Elementary
Clubs/Activities MS
Clubs/Activities HS

Section 11.13- SALARY SCHEDULE FOR 2011-2012

Northmont City Schools							
\$35,273	Certified Base Salary for 2011-2012						
Experience	BA/BS 1	B+15/150 2	Masters 3	M+15 4	M+30 5	M+45 6	Doctorate 7
0	\$35,273	\$37,389	\$39,506	\$40,035	\$40,917	\$41,164	\$41,446
1	\$35,273	\$37,389	\$39,506	\$40,035	\$40,917	\$41,164	\$41,446
2	\$37,354	\$39,224	\$41,446	\$42,081	\$43,068	\$43,315	\$43,597
3	\$38,836	\$40,811	\$43,139	\$43,880	\$44,973	\$45,220	\$45,502
4	\$40,352	\$42,433	\$44,867	\$45,714	\$46,913	\$47,160	\$47,442
5	\$41,869	\$44,056	\$46,596	\$47,548	\$48,853	\$49,100	\$49,382
6	\$43,421	\$45,714	\$48,359	\$49,417	\$50,828	\$51,075	\$51,357
7	\$44,973	\$47,372	\$50,123	\$51,287	\$52,804	\$53,051	\$53,333
8	\$46,560	\$49,065	\$51,922	\$53,192	\$54,814	\$55,061	\$55,343
9	\$48,148	\$50,758	\$53,721	\$55,096	\$56,825	\$57,072	\$57,319
10	\$49,770	\$52,486	\$55,555	\$57,036	\$58,871	\$59,118	\$59,400
11	\$51,393	\$54,215	\$57,389	\$58,976	\$60,916	\$61,163	\$61,446
12	\$53,051	\$55,978	\$59,259	\$60,952	\$62,998	\$63,244	\$63,527
13	\$54,744	\$57,777	\$61,163	\$62,962	\$65,114	\$65,361	\$65,643
14	\$56,472	\$59,611	\$63,103	\$65,008	\$67,266	\$67,513	\$67,795
15	\$58,236	\$61,481	\$65,079	\$67,089	\$69,453	\$69,699	\$69,982
16	\$60,740	\$64,091	\$67,795	\$69,911	\$72,380	\$72,627	\$72,909
17	\$60,740	\$64,091	\$67,795	\$69,911	\$72,380	\$72,627	\$72,909
18	\$60,740	\$64,091	\$67,795	\$69,911	\$72,380	\$72,627	\$72,909
19	\$60,740	\$64,091	\$67,795	\$69,911	\$72,380	\$72,627	\$72,909
20	\$60,740	\$64,091	\$67,795	\$69,911	\$72,380	\$72,627	\$72,909
21	\$62,539	\$65,996	\$69,805	\$72,027	\$74,602	\$74,885	\$75,167
22	\$62,539	\$65,996	\$69,805	\$72,027	\$74,602	\$74,885	\$75,167
23	\$62,539	\$65,996	\$69,805	\$72,027	\$74,602	\$74,885	\$75,167
24	\$62,539	\$65,996	\$69,805	\$72,027	\$74,602	\$74,885	\$75,167
25	\$62,539	\$65,996	\$69,805	\$72,027	\$74,602	\$74,885	\$75,167
26	\$64,338	\$67,901	\$71,816	\$74,144	\$76,825	\$77,142	\$77,460

BASE SALARY

The base salary shall be \$35,273 for 2011/2012. In 2012/2013, there will be a 2% increase to the base salary. The base salary shall be \$35,979 for both 2012/2013 and 2013/2014 unless the criteria for the contingency has been met (see contingency provision).

STEP MOVEMENT

Effective in the 2011/12 school year, there will be no step movement on the salary schedule for the duration of this agreement unless the criteria for the contingency has been met (see contingency provision).

Contingency for Year 3 (2013-14)

In Fiscal Year 2013, if the fund balance is equal to or greater than \$7,776,327 as indicated in the 5 Year Forecast on line 10.010 (Fund Balance June 30 for Certification of Appropriations) as set forth in Fiscal Year 2010, then the base salary for certified employees shall be \$36,314 per the 2011/2012 Salary Index from the 2009-2012 CBA. Step movement shall be reinstated and shall not exceed one step, effective July 1, 2013.

Section 11.14 - SALARY SCHEDULE FOR 2012-2013

Northmont City Schools							
	Certified Base Salary for 2012-2013						
	\$35,979						
Experience	BA/BS <u>1</u>	B+15/150 <u>2</u>	Masters <u>3</u>	M+15 <u>4</u>	M+30 <u>5</u>	M+45 <u>6</u>	Doctorate <u>7</u>
0	\$35,979	\$38,137	\$40,296	\$40,836	\$41,735	\$41,987	\$42,275
1	\$35,979	\$38,137	\$40,296	\$40,836	\$41,735	\$41,987	\$42,275
2	\$35,979	\$38,137	\$40,296	\$40,836	\$41,735	\$41,987	\$42,275
3	\$38,101	\$40,008	\$42,275	\$42,922	\$43,930	\$44,182	\$44,469
4	\$39,612	\$41,627	\$44,002	\$44,757	\$45,873	\$46,124	\$46,412
5	\$41,159	\$43,282	\$45,765	\$46,628	\$47,851	\$48,103	\$48,391
6	\$42,706	\$44,937	\$47,528	\$48,499	\$49,830	\$50,082	\$50,370
7	\$44,289	\$46,628	\$49,326	\$50,406	\$51,845	\$52,097	\$52,385
8	\$45,873	\$48,319	\$51,125	\$52,313	\$53,860	\$54,112	\$54,399
9	\$47,492	\$50,046	\$52,960	\$54,256	\$55,911	\$56,162	\$56,450
10	\$49,111	\$51,773	\$54,795	\$56,198	\$57,961	\$58,213	\$58,465
11	\$50,766	\$53,536	\$56,666	\$58,177	\$60,048	\$60,300	\$60,588
12	\$52,421	\$55,299	\$58,537	\$60,156	\$62,135	\$62,387	\$62,674
13	\$54,112	\$57,098	\$60,444	\$62,171	\$64,258	\$64,509	\$64,797
14	\$55,839	\$58,933	\$62,387	\$64,222	\$66,416	\$66,668	\$66,956
15	\$57,602	\$60,804	\$64,365	\$66,308	\$68,611	\$68,863	\$69,151
16	\$59,400	\$62,710	\$66,380	\$68,431	\$70,842	\$71,093	\$71,381
17	\$61,955	\$65,373	\$69,151	\$71,309	\$73,828	\$74,080	\$74,367
18	\$61,955	\$65,373	\$69,151	\$71,309	\$73,828	\$74,080	\$74,367
19	\$61,955	\$65,373	\$69,151	\$71,309	\$73,828	\$74,080	\$74,367
20	\$61,955	\$65,373	\$69,151	\$71,309	\$73,828	\$74,080	\$74,367
21	\$61,955	\$65,373	\$69,151	\$71,309	\$73,828	\$74,080	\$74,367
22	\$63,790	\$67,316	\$71,201	\$73,468	\$76,094	\$76,382	\$76,670
23	\$63,790	\$67,316	\$71,201	\$73,468	\$76,094	\$76,382	\$76,670
24	\$63,790	\$67,316	\$71,201	\$73,468	\$76,094	\$76,382	\$76,670
25	\$63,790	\$67,316	\$71,201	\$73,468	\$76,094	\$76,382	\$76,670
26	\$63,790	\$67,316	\$71,201	\$73,468	\$76,094	\$76,382	\$76,670
27	\$65,625	\$69,259	\$73,252	\$75,627	\$78,361	\$78,685	\$79,009

BASE SALARY

The base salary shall be \$35,273 for 2011/2012. In 2012/2013, there will be a 2% increase to the base salary. The base salary shall be \$35,979 for both 2012/2013 and 2013/2014 unless the criteria for the contingency has been met (see contingency provision).

STEP MOVEMENT

Effective in the 2011/12 school year, there will be no step movement on the salary schedule for the duration of this agreement unless the criteria for the contingency has been met (see contingency provision).

Contingency for Year 3 (2013-14)

In Fiscal Year 2013, if the fund balance is equal to or greater than \$7,776,327 as indicated in the 5 Year Forecast on line 10.010 (Fund Balance June 30 for Certification of Appropriations) as set forth in Fiscal Year 2010, then the base salary for certified employees shall be \$36,314 per the 2011/2012 Salary Index from the 2009-2012 CBA. Step movement shall be reinstated and shall not exceed one step, effective July 1, 2013.

Section 11.15- SALARY SCHEDULE FOR 2013-2014

Northmont City Schools							
	Certified Base Salary for 2013-2014						
	\$35,979						
Experience	BA/BS 1	B+15/150 2	Masters 3	M+15 4	M+30 5	M+45 6	Doctorate 7
0	\$35,979	\$38,137	\$40,296	\$40,836	\$41,735	\$41,987	\$42,275
1	\$35,979	\$38,137	\$40,296	\$40,836	\$41,735	\$41,987	\$42,275
2	\$35,979	\$38,137	\$40,296	\$40,836	\$41,735	\$41,987	\$42,275
3	\$35,979	\$38,137	\$40,296	\$40,836	\$41,735	\$41,987	\$42,275
4	\$38,101	\$40,008	\$42,275	\$42,922	\$43,930	\$44,182	\$44,469
5	\$39,612	\$41,627	\$44,002	\$44,757	\$45,873	\$46,124	\$46,412
6	\$41,159	\$43,282	\$45,765	\$46,628	\$47,851	\$48,103	\$48,391
7	\$42,706	\$44,937	\$47,528	\$48,499	\$49,830	\$50,082	\$50,370
8	\$44,289	\$46,628	\$49,326	\$50,406	\$51,845	\$52,097	\$52,385
9	\$45,873	\$48,319	\$51,125	\$52,313	\$53,860	\$54,112	\$54,399
10	\$47,492	\$50,046	\$52,960	\$54,256	\$55,911	\$56,162	\$56,450
11	\$49,111	\$51,773	\$54,795	\$56,198	\$57,961	\$58,213	\$58,465
12	\$50,766	\$53,536	\$56,666	\$58,177	\$60,048	\$60,300	\$60,588
13	\$52,421	\$55,299	\$58,537	\$60,156	\$62,135	\$62,387	\$62,674
14	\$54,112	\$57,098	\$60,444	\$62,171	\$64,258	\$64,509	\$64,797
15	\$55,839	\$58,933	\$62,387	\$64,222	\$66,416	\$66,668	\$66,956
16	\$57,602	\$60,804	\$64,365	\$66,308	\$68,611	\$68,863	\$69,151
17	\$59,400	\$62,710	\$66,380	\$68,431	\$70,842	\$71,093	\$71,381
18	\$61,955	\$65,373	\$69,151	\$71,309	\$73,828	\$74,080	\$74,367
19	\$61,955	\$65,373	\$69,151	\$71,309	\$73,828	\$74,080	\$74,367
20	\$61,955	\$65,373	\$69,151	\$71,309	\$73,828	\$74,080	\$74,367
21	\$61,955	\$65,373	\$69,151	\$71,309	\$73,828	\$74,080	\$74,367
22	\$61,955	\$65,373	\$69,151	\$71,309	\$73,828	\$74,080	\$74,367
23	\$63,790	\$67,316	\$71,201	\$73,468	\$76,094	\$76,382	\$76,670
24	\$63,790	\$67,316	\$71,201	\$73,468	\$76,094	\$76,382	\$76,670
25	\$63,790	\$67,316	\$71,201	\$73,468	\$76,094	\$76,382	\$76,670
26	\$63,790	\$67,316	\$71,201	\$73,468	\$76,094	\$76,382	\$76,670
27	\$63,790	\$67,316	\$71,201	\$73,468	\$76,094	\$76,382	\$76,670
28	\$65,625	\$69,259	\$73,252	\$75,627	\$78,361	\$78,685	\$79,009

BASE SALARY

The base salary shall be \$35,273 for 2011/2012. In 2012/2013, there will be a 2% increase to the base salary. The base salary shall be \$35,979 for both 2012/2013 and 2013/2014 unless the criteria for the contingency has been met (see contingency provision).

STEP MOVEMENT

Effective in the 2011/12 school year, there will be no step movement on the salary schedule for the duration of this agreement unless the criteria for the contingency has been met (see contingency provision).

Contingency for Year 3 (2013-14)

In Fiscal Year 2013, if the fund balance is equal to or greater than \$7,776,327 as indicated in the 5 Year Forecast on line 10.010 (Fund Balance June 30 for Certification of Appropriations) as set forth in Fiscal Year 2010, then the base salary for certified employees shall be \$36,31 per the 2011/2012 Salary Index from the 2009-2012 CBA. Step movement shall be reinstated and shall not exceed one step, effective July 1, 2013.

Section 11.16 - HEALTH INSURANCE BENEFITS FOR TEACHERS WHO DO NOT WORK A 37-1/2 HOUR WEEK

A teacher who is regularly employed for less than a 37-1/2 hour week, inclusive of a daily 30 minute lunch period, shall be treated as a full-time teacher for purposes of health insurance benefits if:

- A. Such teacher is regularly employed for at least 18-1/3 hours a week exclusive of a daily lunch period and exclusive of any planning periods, or is regularly employed through a fifty percent (50%) or greater teacher contract.
- B. Such teacher does not hold a less than 37-1/2 hours per week position voluntarily or by choice.

If a teacher does not qualify to be treated as a full-time teacher for purposes of health insurance benefits, the teacher may nevertheless receive such benefits on a prorated basis with the benefits received being a fraction of the benefits received by a full-time teacher. The hours regularly worked per week, exclusive of a daily lunch period and exclusive of any planning time, will be the numerator and 37-1/2 will be the denominator.

If a teacher who receives full-time benefits, but who is regularly employed for less than 37-1/2 hour week is offered, but refuses a full-time position, the benefits thereafter will be prorated in the manner described in the previous paragraph.

No teacher employed as of July 1, 1997, shall receive less than sixty percent (60%) of the current health insurance benefit unless the previous paragraph becomes applicable or there is a break in employment.

Section 11.17 - BUY-BACK OF QUALIFYING STRS CREDIT BY PAYROLL DEDUCTION

The Board will participate in the employee buy-back of qualifying STRS credit by payroll deduction beginning in the fall of 1991. This process will be implemented in compliance with the provisions of Section 3307.281 of the Revised Code and State Teachers Retirement Board Rule 3307-1-28 and revisions to these rules. STRS deductions must be made on a monthly basis and are accounted for as "after-tax" contributions. Because of the monthly deduction requirement, only 26 pay employees in the district will be eligible to participate.

Section 11.18 - RETIREMENT INCENTIVE

- A. In addition to and separate from severance pay, any qualifying unit member will be provided a retirement incentive equal to \$1,000 times each year of Northmont service, not to exceed \$20,000 provided that such unit member has at least 10 years of Northmont service, five years of which must be consecutive and in a paid status immediately prior to retirement.

- B. To qualify for this incentive, a unit member who is eligible, by June 30, for retirement under any of Ohio's public employees retirement systems may give notice by March 30 of the given year but, in any event, must give written notice to the Superintendent by no later than March 30 of the year he/she first becomes eligible for "full retirement" under one of Ohio's public employee retirement systems.

Effective for the 2010-11 school year ONLY;

Section 11.18 (A) through (G) shall remain in effect with the exception of Eligibility and notification requirements set forth in Section 11.18 (B), (C), and (D).

Eligibility requirements for the 2010-11 school year shall be altered to include any certified employee who is eligible for retirement under STRS regulations.

Notification of retirement must be submitted to the Superintendent no later than April 4, 2011.

An employee who has announced his/her intent to retire but is still on active status is eligible for the incentive set forth in Section 11.18 (A).

- C. "Full retirement" for the purposes of this provision means having at least 30 years service credit to apply toward pension calculation.
- D. A unit member who is eligible for "full retirement" and misses the March 30 deadline forfeits his/her right to this incentive. A unit member who is eligible for less than "full retirement" and does not meet the given year's March 30 deadline will still be eligible for this incentive the following year.
- E. The school board will pay the incentive to qualifying unit members in one lump sum payment. Such payment shall be made by no later than 14 months following the effective date of the separation. The bargaining unit member shall have the right to name a beneficiary for the 14-month period if it would become necessary.
- F. This incentive does not apply to anyone who was eligible for the incentive passed by the Board on July 11, 1994.
- G. A unit member shall demonstrate by appropriate documentary evidence that such member was not eligible for "full retirement" in any previous year or years. Such documentary evidence may include a certificate or letter to that effect by the retirement system under which the unit member retires. It shall be the responsibility of the unit member to be aware of when such unit member becomes eligible for "full retirement." Lack of knowledge or "innocent" errors shall not extend a unit member's deadline for written notice under paragraph B above.

Section 11.19 - FAMILY MEDICAL ACT

In complying with the Family Medical Leave Act, the District will adhere to the requirements of applicable Federal and State laws.

ARTICLE 12 - BONUS IN LIEU OF INSURANCE

The \$375.00 bonus in lieu of insurance in effect during the 1992-93 school year will continue to be offered to current unit members and to newly hired unit members except that no unit member shall qualify for more than one (1) payment including any payment made prior to this Negotiated Agreement taking effect.

Should such circumstances occur as would permit the employee to enroll for coverage during the twelve (12) month period (but during a time other than "open enrollment") and should the employee wish to be reinstated to coverage, such employee may be reinstated if the insurance policy permits and if the employee returns the money the employee has received for foregoing the coverage.

ARTICLE 13 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose/Function

The LPDC shall receive and approve Individual Professional Development Plan (IPDP) proposals by teachers and administrators based on the format and program established by the LPDC in accordance with O.R.C. 3319.22 and the Ohio Department of Education Regulation 3301-24-08. Each educator who desires to fulfill the license renewal is responsible for the design of an IPDP, subject to approval of the LPDC. The plan shall be based on the needs of the educator, the students, the school, and the district.

B. LPDC Membership

There shall be one LPDC for all educators within the district. The LPDC shall be comprised of seven (7) members. Four (4) members shall be teachers and three (3) members shall be from the administrative team. When the LPDC is considering the plan of an administrator, treasurer, or other school business official, the number of teacher committee members shall be reduced by two (2). The NDEA will determine which two teacher members will temporarily leave the committee. If the administrator who submits a plan is a member of the LPDC, he/she shall be replaced for purposes of considering his/her plan only, by an administrator to be named by the Superintendent.

C. Appointment, Terms, Stipend

Teacher members on the LPDC shall be appointed as per the NDEA Constitution and By-Laws. The administrative team members shall be appointed by the Superintendent. The LPDC teacher members will serve rotating terms as per the NDEA Constitution and By-Laws. The NDEA shall name one of the teacher members to serve as the chairperson of the LPDC.

Compensation for the LPDC chairperson and LPDC teacher members shall be according to the Northmont Supplemental Salary Schedule for Extra-Curricular Activities. The LPDC chairperson shall be designated a “Category #14” and the LPDC teacher members shall be designated a “Category #18” as per said supplemental salary schedule. LPDC work shall be done outside the school day, except that the LPDC chairperson will have available up to two (2) LPDC leave days which can be taken in no less than half (1/2) day increments for LPDC work; such as those times when it is necessary to actually review a personnel file in the central office.

D. Operating Procedures

The LPDC shall determine its operating procedures and meeting schedules by consensus. Where consensus is not possible, a vote of simple majority of the members present shall be required. A quorum shall be five (5) of the seven (7) committee members to conduct LPDC business. A minimum of three (3) teachers and two (2) administrators shall constitute a quorum for taking action on a teacher’s IPDP. Three (3) administrators and two (2) teachers shall constitute a quorum for taking action on an administrator’s IPDP. The Board shall be responsible for clerical and record keeping service for the LPDC. All personnel record information will be requested from and provided by the Office of Human Resources.

E. Responsibilities of LPDC Chairperson

1. Preside over all LPDC meetings
2. Schedule all LPDC meetings
3. Supervise and sign all renewal applications
4. Train new committee members
5. Plan, schedule and coordinate LPDC orientation program for all new certified employees
6. Plan, schedule and coordinate workshops for current employees on writing IPDPs
7. Supervise revision of LPDC handbook

ARTICLE 14 - SECTION 125 PLAN

The Board will take such action as is necessary to implement a plan consistent with Section 125 of the Internal Revenue Code in order that employees may participate in pre-tax advantages relative to their portion of health insurance premiums.

ARTICLE 15 - BENEFITS COMMITTEE

There shall be established at Northmont City School District a committee whose purpose will be to investigate health insurance. The committee will study not only the available health insurance policies and health maintenance organizations but also familiarize itself with a working knowledge of self-insurance plans.

The committee shall be a resource for the NDEA, the NCEA and the Administration for purposes of negotiating this difficult and costly subject.

The committee shall be made of twelve (12) persons, six (6) of whom shall be employees appointed by the NDEA, three (3) of whom shall be employees appointed by the NCEA and three (3) of whom shall be employees who are not eligible for union representation under Ohio law and will be appointed by the Superintendent.

The committee shall meet from time to time as it deems feasible.

The committee shall have no authority to issue any reports to anyone other than to such persons as the Superintendent or the President of the NDEA may direct.

ARTICLE 16 - FAIR SHARE

- A. Establishment of a Fair Share Fee: The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Northmont District Education Association/OEA/NEA a fair share fee for the Association's representation of such non-members during the terms of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- B. Payroll Deduction of Fair Share Fee: The Board shall promptly transmit all amounts deducted to the Association.
- C. Notification of Amount of Fair Share Fee: During the terms of this contract, notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or before each October 1. This will be done for purpose of determining the amounts to be payroll-deducted.
- D. All Fair Share Fee Payers: Payroll deduction of such annual fair share fees shall commence on the first pay date, which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of (1) sixty (60) days employment in a bargaining unit position; or (2) January 15th.
- E. Upon Termination of Membership During Membership Year: The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall

commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

- F. Transmittal of Deductions: The Board shall accompany each fees transmittal with a list of the names of the bargaining unit members for who all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- G. Procedure for Rebate: The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (c) of the Ohio Revised Code and that a procedure for challenging the amount of the fair share (representation) fee has been established and will be given to each member of the bargaining unit who does not join the Association. The Association further represents that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and Ohio.
- H. Entitlement to Rebate: Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- I. Employment Contracts: At the time of hire, all new bargaining unit members shall receive a notice to read:

"Your contract of employment is subject to the Collective Bargaining Agreement between the Northmont City School Board of Education and the Northmont District Education Association, an affiliate of the Ohio and National Education Associations. The terms and conditions of this Collective Bargaining Agreement are incorporated into your employment by this reference as though fully written there. By receiving this notice and holding an employment contract with the Northmont City Board of Education, you are subject to a fair share fee and you are agreeing, if you elect not to join or remain a member of the Northmont District Education Association/ OEA/NEA, to pay to the Association the prescribed annual fair share (representation) fees and uniformly applied assessments for service and benefits to be conferred upon you by the Association as your exclusive bargaining agent during the term of your employment with this school district."

ARTICLE 17 - CLASS SIZE

- A. There shall be a standing Class Size Resource Committee formed for the purpose of developing and providing resource information on the sizes of classes at Northmont City Schools and to hear concerns of administrators and/or teachers. Said committee shall consist of four (4) administrative/board designees and four (4) NDEA members. The

NDEA President and the Superintendent shall each assign their respective members. It is recommended that such members represent various grade levels, departments, counselors, etc.

- B. Said committee shall meet initially in September of 1997 to begin the process of developing a bank of resources for future use.
- C. When a teacher or administrator identifies a potential classroom at risk, said teacher and building administrator shall initially have a conference to resolve the problem. If no resolution is satisfactory to both parties, the problem may be presented to the Class Size Resource Committee for recommendations. If no recommendations are satisfactory to either party, the problem will be presented to the Superintendent for resolution.

ARTICLE 18 - Distance Learning

- A. Purpose of Distance Learning
The purpose of the Distance Learning, hereinafter DL, is to provide the best educational opportunities for students attending the Northmont City School District. It is the objective of DL to provide a quality educational program for the students of our district. DL will be used to supplement and enhance our curriculum. DL will also be used to supplement and enhance professional development for staff.
- B. Voluntary Participation
Participation as an instructor in a DL program or any other telecommunications project, after the regular school day, shall be voluntary.
- C. Ownership of Materials
If a teacher has developed a course for DL on that teacher's own time and exclusively at that teacher's expense, the course materials such as, but not limited to, written materials, audio tapes, video tapes, computer software, data assembled in an original or unique form and stored digitally, and photographs shall not be used without that teacher's consent. Prior to the presentation of such materials in a DL course, such materials shall be identified in writing by the teacher to the appropriate administrator.
- D. No Reduction of Staff
While the Administration or the Board cannot guarantee a certain level of bargaining unit members, it is neither the intent nor the goal of the Administration or the Board to use DL as a means of reducing staff.
- E. Unresolved Issues
Both parties agree that it may be necessary from time to time, in order to resolve issues that were not contemplated or addressed in the original development of this provision. Such issues may arise by innovations in DL teaching techniques, equipment or questions concerning behavior or discipline of students at remote sites. Such meetings to resolve unanticipated issues shall be in accordance with negotiations procedures and practice at Northmont City School District.

F. Compensation

Bargaining unit members who teach DL courses outside of the regular school day shall be compensated in the following manner:

<u>Amount of Class Credit</u>		<u>First Time DL PREP</u>
.25	+	.08 = .33
.50	+	.17 = .67
Full (1.0)	+	.33 = 1.33

(Calculation example from the original MoU of 5/13/02)

¼ credit .33 x 1/5 of BA Step 1 (\$28,740.00) = \$1,896.84

½ credit .67 x 1/5 of BA Step 1 (\$28,740.00) = \$3,851.16

1 credit 1.33 x 1/5 of BA Step 1 (\$28,740.00) = \$7,644.84

By the way of explanation and example, a teacher having already taught a ½ credit course in the 2001-2002 school year would, upon repeating the course in the 2002-2003 school year, be paid without the “first time DL Prep” credit. Thus the compensation would be:

$$\frac{1}{2} \text{ credit} \times \frac{1}{5} \text{ of the BA step 1 } (\$29,602.00) = \$2,960.20$$

In order that a teacher may meet announced qualifications required to teach DL courses, the Board will consider implementing courses, which will be tuition free.

ARTICLE 19 - REHIRING OF RETIRED TEACHERS

- A. A teacher may elect to return to duty immediately following retirement under The State Teachers’ Retirement System provided:
1. Such retirement follows the last scheduled work day of the school year.
 2. The teacher completes the school year.
 3. The return to duty begins on the first scheduled work day of the next school year.
 4. The teacher has not accumulated 35 years of STRS credit.
 5. In the event that a Reduction in Force is contemplated or implemented by the Board in the year that a teacher elects to exercise rights under this provision, the teacher shall be guaranteed rehire for one (1) year.
- B. Each successive year of rehire will be at the discretion of the superintendent.
- C. Any teacher with 35 years or more STRS credit may also be rehired, although at the discretion of the superintendent.
- D. No accumulated sick leave shall be carried forward when the teacher returns to duty. (See Section 11.01 under Article 11.)

- E. A teacher returning to duty shall start at Step 5 of the salary schedule and remain at Step 5 except that the teacher shall receive any percent increases that might apply to that step.
- F. Any teacher who has retired from another school district or who has severed ties with Northmont for at least one year may not be hired for more than a year, and thereafter on a year-to-year basis. Said employees will start at Step 5 and remain at step 5 except that the teacher shall receive any percent increases that might apply to that step.
- G. Teachers who are hired by the Board after retiring from another school system shall be placed at Step 5 during the entire term of their employment at Northmont.
- H. Retired teachers who return to duty are nevertheless subject to a reduction in force, and for the purposes of a reduction in force their seniority shall date from their return to duty after retirement in the following manner:
 - 1. If a reduction in force is declared by the Board of Education after a retired teacher has received his or her contract for the next school year, that teacher's seniority shall date from their return to duty after retirement.
 - 2. If a reduction in force is declared by the Board of Education before a retired teacher has received his or her contract for the next school year, that teacher may not be issued a contract regardless of seniority, as supported by K.
- I. Teachers returning to duty shall be eligible for benefits under Sections 11.02, 11.05, 11.06, and 11.08.
- J. Teachers who receive the Retirement Incentive (Section 11.17) shall forfeit their option to be rehired under this article.
- K. All contracts issued to teachers who have retired under the State Teachers' Retirement System shall automatically expire at the end of the term stated and no affirmative action such as "non-renewal" need be taken by the Board or Administration.
- L. A Northmont teacher wishing to be rehired following retirement shall notify the Assistant Superintendent for Human Resources, in writing, by March 31st, of the year of retirement.
- M. Any teacher requesting to be rehired who has 35 or more years of STRS credit will be notified of administration's intentions to rehire before March 31st. Teachers who have 35 or more years of STRS credit are not guaranteed rehire (see letter C of this Article).

ARTICLE 20 - IMPLEMENTATION

The Board and the Association acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after

the exercise of that right and opportunity are set forth in this Agreement.

Therefore, for the life of this Agreement, the Board and the Association each agree that the other shall not be obligated to negotiate collectively except as provided by law. This zipper clause shall not operate to preclude negotiations over a successor Agreement.

During the term of this Negotiated Agreement, the Association shall abide by said Agreement and current Board adopted policies. The parties also agree that, as a condition of employment, all employees are to abide by the rules of said Agreement, current Board adopted policies, and by the provisions of their individual contracts. The Board shall also abide by said Agreement and adopted policies for the duration of this Agreement.

If any insurance carrier or provider who provides policies of insurance to Northmont employees under Article XI, Section 11.05 cancels coverage or refuses to renew a policy then the subject of Hospital/Surgical/Major Medical insurance shall be reopened for negotiations for a period of not less than sixty (60) days and subject to the same mutually agreed dispute resolution procedures as are provided in this contract for the wage, index, and benefit reopener.

If a conflict between these negotiated policies and Board Policies exist, the negotiated policies shall supersede. No changes may occur in this Agreement unless by mutual consent of the parties.

NON-PREJUDICIAL WITHDRAWAL OF PROPOSALS: Any proposals made by either party during the negotiation of this contract, unless such proposals became a part of this contract, are hereby deemed withdrawn without prejudice and may not be used as evidence in the interpretation of any provision of this contract.

CONTINUATION OF NEGOTIATED PROVISIONS: All negotiated provisions in the previous collective bargaining agreement not otherwise amended herein shall continue unchanged until subsequently and mutually amended or until the termination date of the successor Agreement, whichever comes first.

DURATION OF AGREEMENT

This Agreement shall be effective from March 17, 2011 through March 16, 2014.

IN WITNESS AND AGREEMENT TO ALL OF THE ABOVE, THE REPRESENTATIVES OF THE PARTIES HERETO PLACE AND DATE THEIR SIGNATURES BELOW.

FOR THE BOARD

Sandra A. Blum 3/17/11
President Date

Sandra J. Harris 3/17/11
Treasurer Date

Ann C. Zott 3/17/11
Superintendent Date

Gene Klaus 3-17-11
Bargaining Representative Date

FOR THE NDEA

Nicole E. Bauer 3/17/11
President Date

Kolleen Fryb 3/17/11
Negotiations Chairperson Date

Thomas Bogovich 3/16/11
Bargaining Representative Date

ATTACHMENTS

- 1. Violence Leave**
- 2. Application for Personal Leave**
- 3. Application for Travel Expense Reimbursement**
- 4. Travel Log**
- 5. Employee Absence Verification**
- 6. Sick Leave Policy**
- 7. Request to Attend Professional Meeting**
- 8. Recommendation for Extra Curricular Contract**
- 9. Authorization for Payment of Extra Duty Assignments**
- 10. Race to the Top Memorandum**
- 11. Health Insurance Dependent Eligibility Audit**

NORTHMONT CITY SCHOOL DISTRICT
4001 Old Salem Road
Englewood, Ohio 45322
937-832-5000

APPLICATION FOR TRAVEL EXPENSE REIMBURSEMENT

Name _____ Month _____

CLAIM FOR REIMBURSEMENT

Total Mileage _____
Parking Receipts _____

I hereby certify that the mileage listed on the attached travel log (#451,000) is the true and correct number of miles that I have used my personal automobile during the month of _____ for official business of the Northmont Board of Education.

TEACHERS: File with home base administrator
ADMINISTRATOR: File with business office

Signature Date

FOR OFFICE USE ONLY

APPROVED REIMBURSEMENT

Total Mileage _____ @ _____ = _____
Parking Receipts _____
Total _____

Superintendent/Business Office Date

Comments: _____

NOTE: Employees will not be paid mileage expenses for travel to and from home. Only official school business trips required a part of the job expectations either within or outside of the district will be considered for reimbursement.

Applications are to be filed at the end of each month and will be paid by the Treasurer monthly.

THIS FORM IS TO BE FORWARDED TO THE CENTRAL OFFICE ATTACHED WITH #451,000 AND PARKING RECEIPTS. After Central Office processing, white copy will be returned to employee, pink copy to Treasurer's office and yellow copy filed in Superintendent's office.

NORTHMONT CITY SCHOOL DISTRICT
4001 Old Salem Road
Englewood, Ohio 45322
937-832-5000

EMPLOYEE ABSENCE VERIFICATION

Name _____ Date _____
Building Assignment _____ Position _____
Dates of Absence _____ Total Days Absent _____
(List mo., day, yr. Indicate partial days by ¼, ½, ¾)

REASON FOR ABSENCE (Check appropriate category)

_____ Sick Leave (Complete application below) _____ Unauthorized Absence
_____ Jury Duty/Witness
Employee Signature _____

SICK LEAVE APPLICATION

The undersigned deposes and says that he/she is hereby making application for use of sick leave according to the purposes for which sick leave may be used as established by the Northmont Board of Education and stated on the back of this form (Check appropriate category)

1. _____ Personal Illness/Injury
2. _____ Illness/Injury in the Immediate Family
3. _____ Death of a Close Relative
4. _____ Death of a Close Friend or Remote Relative
5. _____ Pregnancy

If medical attention was required, complete the following:

Attending physician(s) _____
(names)

Address _____
Street City Zip

Date(s) Consulted _____ Total days of sick leave used _____

I UNDERSTAND THAT FALSIFICATION OF THIS APPLICATION IS GROUNDS FOR SUSPENSION OR TERMINATION OF EMPLOYMENT UNDER SECTION 3319.081 AND 3319.16 OF THE OHIO REVISED CODE

Employee Signature _____

THIS APPLICATION MUST BE FILED WITH THE TREASURER'S OFFICE WITHIN TEN DAYS AFTER THE EMPLOYEE RETURNS TO DUTY. FAILURE TO DO SO MAY RESULT IN A DEDUCTION IN PAY.

SICK LEAVE POLICY

(Sections 3313.21 and 3319.141 O.R.C.)

- A. General Rules. For this section in its entirety, please refer to the Negotiated Agreement.
- B. Purposes of Which Sick Leave May Be Used: Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, death of a friend or relative, and for absence due to illness or injury in the employee's immediate family.

If accumulated sick leave is not sufficient to cover the length of absence, the employee may be placed on leave of absence without pay for the remainder of the school year in which the absence occurred.

1. Personal Illness. If an employee is absent from duty because of personal illness and sees a physician, said physician's name, address, and date consulted shall be listed on the sick leave form. Routine doctor, dental, and visual care appointments are acceptable uses when limited to one-half day per absence.
2. Illness or Injury in the Immediate Family. Immediate family defined as parent, brother, sister, husband, wife, child, or one in the household who has virtually held the position of parent or child. If a physician is seen, said physician's name, address, and date consulted shall be listed on the sick leave form. Routine doctor, dental, and visual care appointments are acceptable uses when limited to one-half day per absence, and if the employee must accompany the immediate family member.
3. Death of a Close Relative. Five (5) days' absence without loss of pay, including travel time, will be allowed when a death occurs of a close relative, i.e., husband, wife, father, mother, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or a person living in the same household.
4. Death of a Close Friend or Remote Relative. One (1) day's absence without loss of pay will be allowed when the death is that of a close friend or a more remote relative, i.e., sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or cousin. Approval for one additional day for travel may be requested in writing from the Superintendent.
5. Pregnancy. For absence due to disability caused or contributed to by pregnancy when a physician's statement verifies the same.

NORTHMONT CITY SCHOOL DISTRICT
 4001 Old Salem Road
 Englewood, Ohio 45322
 937-832-5000

REQUEST TO ATTEND PROFESSIONAL MEETING

- I. To be completed by the Staff Member --
 Name _____ Meeting _____
 Building _____ Date(s) _____
 # Days _____
 Estimated Cost \$ _____ Location _____
 Employee Signature _____ Date _____
- II. To be completed by the Principal --
 _____ Approved _____ Not Approved Reimbursement limited to \$ _____
 _____ Sub cost from Building Budget _____
 _____ Signature _____ Date _____
 _____ Sub cost from other _____
- III. Request for Pre-Payment (optional) – Request must be received in Personnel Office 20 working days prior to meeting –
 Pre-payment for the following will be approved if either/both exceed \$100.00 (Receipts req.)
 \$ _____ Registration \$ _____ Travel (Commercial Carrier Only)
 Payable to _____ Payable to _____
 Address _____ Address _____

- IV. Itemization of Actual Expenses – (Rates per Negotiated Agreement) –
 Transportation: _____ miles \$ _____
 Parking Fees (Receipts Required) \$ _____
 Lodging (Receipts Required) \$ _____
 Registration (if not prepaid Receipts Required) \$ _____
 Meals (Receipts Required) \$ _____
 TOTAL to be Reimbursed \$ _____
 Staff Signature _____ Date _____
 Principal Signature _____ Date _____
- V. Procedures –
 A. Staff member to fill out form IN TRIPLICATE to be approved by Principal.
 B. The WHITE form is sent to the Assistant Superintendent/Personnel prior to the trip. A purchase order encumbering estimated expenses must accompany this form.
 C. The Principal is to keep the PINK FORM, completing the financial section for his file.
 D. The YELLOW form Part IV is to be completed after the meeting by the staff member with all necessary receipts attached, signed by the Principal and returned to the Assistant Superintendent/Personnel.

Payroll Purposes

NORTHMONT CITY SCHOOLS
4001 Old Salem Road
Englewood, Ohio 45322
937-832-5000

RECOMMENDATION FOR EXTRA-CURRICULAR CONTRACT

Issued to _____ Bldg. Assignment _____
Activity _____ Category # _____
Percent of contract _____ Years Experience _____
Principal/Activity Director Signature _____ Date _____
Salary _____ Pay from Account _____

Director of Human Resources - Date

NORTHMONT CITY SCHOOLS
4001 Old Salem Road
Englewood, Ohio 45322
937-832-5000

AUTHORIZATION FOR PAYMENT OF EXTRA DUTY ASSIGNMENTS*

Building: _____ Date: _____

Name: _____ has completed _____% of his/her contracted
extra duty assignment as _____ (Assignment) category # _____

I recommend the _____** payment be made on this contract.

Administrator: _____

Payment is hereby authorized in the appropriate amount (_____) for the service rendered based on the issued duty contract.

Central Administrator: _____

* This form must be completed before any payment for services under an extra duty contract will be made.

** Total, first, second

MEMORANDUM OF UNDERSTANDING

The parties to this agreement are: 1) Sarah Zatik, Superintendent, 2) the Northmont City Schools Board of Education, 3) Nicole Bouas, President of the Northmont District Education Association (NDEA), and 4) the Northmont District Education Association.

This agreement is adopted to address issues related to the implementation of the Race to the Top Grant (RttT).

By this agreement, the parties acknowledge and adopt the following:

WHEREAS;

The Northmont City Schools Board of Education (Board) and the Northmont District Education Association (“Association”) have entered into the Race to the Top (RttT) Supplemental Memorandum of Understanding (“Memorandum”) and the Race to the Top “Participating LEA Memorandum of Understanding” (“RTTT-MOU”),

and

WHEREAS;

the parties have agreed to bargain in good faith regarding all aspects of the Race to the Top program that differ from or otherwise implicate current terms and conditions of employment.

and

WHEREAS;

the parties have agreed that the collective bargaining agreement and all terms and conditions of employment for Association members currently in effect will not be altered in any way except by signed and ratified agreement of the Board and the Association.

and

WHEREAS;

the parties have agreed that if either the Board or the Association wishes to discontinue bargaining, then the parties will jointly notify the Ohio Department of Education of the District’s withdrawal from participation in the Race to the Top program.

and

WHEREAS;

the parties have agreed that a party’s decision to discontinue bargaining hereunder will not serve as grounds for either party to bring a charge pursuant to R.C. Chapter 4117, or any other legal claim of any kind against the other.

and

WHEREAS;

the parties have agreed that if bargaining is discontinued hereunder, the Board agrees it will not unilaterally implement any change in terms and conditions of employment.

and

WHEREAS,

the parties to this agreement recognize the mutual benefits related to clarification of the issues related to the implementation of the provisions of the Race to the Top Grant.

and

WHEREAS,

the parties fully and specifically acknowledge that this Memorandum of

Understanding is solely for the purposes of resolving issues related to the implementation of the Race to the Top grant provisions.

and

WHEREAS, the parties fully and specifically acknowledge that this Memorandum of Understanding has no application, either contractually or otherwise, outside the scope of this specific situation.

and

WHEREAS, the parties agree that this Memorandum of Understanding is not precedential in nature and that no party will use this Agreement to demonstrate custom or practice of the parties.

and

WHEREAS, the parties agree that any alleged contractual violation of this agreement shall be enforceable through the grievance and arbitration procedure as provided for in the current collective bargaining agreement between the Northmont City Board of Education and the Northmont District Education Association.

and

WHEREAS, the parties agree that the terms and provisions of this memorandum shall expire and become null and void on the same date that the funding portion of the Race to the Top Grant is reduced or no longer available, unless by mutual agreement of the parties.

THEREFORE, in consideration of the mutual promises contained herein and solely for purpose of resolution of all issues specifically related to the implementation of the Race to the Top Grant provisions, the parties agree to be bound as follows:

RACE to the TOP

TRANSFORMATION TEAM (TT)

I - COMPOSITION

- 1.) The Transformation Team (TT) shall be made up of twelve (12) participants. Six (6) shall be selected by the Superintendent/designee and six (6) shall be selected by the President/designee of the NDEA.
- 2.) Alternates may be designated to participate if/when a TT member is unable to attend.
- 3.) Additional people with expertise in specific areas may be consulted by the TT as needed by mutual agreement of the Superintendent/designee and the NDEA President/designee.

II - PURPOSE and RESPONSIBILITIES of the TRANSITION TEAM (TT)

- 1) The purpose and responsibilities of the TT shall be as set forth below and are intended to reflect and clarify the provision on page 6 of the Race to the Top (RttT) Scope of Work document (SoW) (see attached).
 - a) to provide oversight for local RttT efforts.
 - b) to develop and implement a comprehensive communication plan
 - c) to communicate progress made toward meeting district RttT commitments to the community
 - d) to evaluate RttT activities to determine if the TT is fulfilling its purpose
- 2) The Transformation Team shall meet quarterly or as needed to evaluate activities, budget, progress, and goals. A calendar of meeting dates and times shall be scheduled by the TT participants at the first meeting of each year.
- 3) The TT shall develop and follow a cycle that includes:
 - a) Goal setting
 - b) Development and implementation activities designed to meet the established goals
 - c) Annual assessment of progress toward attainment of established goals
 - d) Goal, budget, and/or activity modification for the following year

III - COMMUNICATION

- 1) The School Board President/designee and the NDEA President/designee shall jointly prepare and present a monthly RttT report to the Northmont Board of Education and the Northmont school community. The content of this report shall be mutually agreed upon prior to presentation. This report shall be presented on the earliest meeting date of the Board of Education each month.
- 2) The School Board President/designee and the NDEA President/designee shall jointly prepare and present periodic updates through meetings, website communication, email communication, flyers, and/or telecommunications. The content of the periodic updates shall be mutually agreed upon prior to release or presentation of the update.

IV - COMPENSATION

- 1) Release time shall not be provided nor compensation paid for teachers who participate in the joint presentation to the School Board set forth in Section III, (1) (see above).
- 2) Teacher members of the Transformation Team shall be provided release time without the loss of pay or benefits to perform the responsibilities set forth in Section III, (2) above. Such release time shall be in addition to and shall not be subject to the limitations set forth in Article 10.06 of the current collective bargaining agreement. (See excerpt included below.) The District's intent is to provide substitute teachers to cover the classroom responsibilities for each TT participant.
- 3) In the event that a teacher is required to perform any of the above set forth TT responsibilities outside the scope of the regular workday as defined in Article 9, Section 9.03 (A) of the current collective bargaining agreement, the District shall compensate such teachers as set forth in Article 9, Section 9.13 (excluding those defined in Section III, (1) - see above). (See excerpts below).

Section 9.03 - TEACHER'S DAY

A. The teacher's work week will be thirty-seven and one-half (37 1/2) hours as assigned by the Board. Teachers will be required to sign in at arrival and sign out at leaving.

Section 9.13 - COMPENSATION FOR COMMITTEE WORK NOT DONE ON SCHOOL TIME

Approved district committees, when scheduled to meet after hours of the regular teacher's workday, will be compensated at the rate of .0006 of the BA base per hour. Committee work that is approved will be defined by the Superintendent or his assistants. The compensation will be paid following completion of each semester of committee work.

Section 10.06 - PROFESSIONAL MEETINGS AND CONFERENCES

Included in the annual (July 1 through June 30) budget for each school will be an amount for professional meetings and conferences. The amounts for each of the buildings are as follows:

School Amount

*Northmont Senior High School \$4000.00
Northmont Middle School \$2000.00
O.R. Edgington Elementary \$1000.00
Englewood Elementary \$1000.00
Englewood Hills Elementary \$1000.00
Northmoor Elementary \$1000.00
Northwood Elementary \$1000.00
Union Elementary \$1000.00*

Amounts not expended in one fiscal year will accrue to the next fiscal year, provided that at no time shall the accrued amount be more than 150% of the annual amount.

Any teacher requesting to attend any conference, convention, or meeting may be absent for such purpose without loss of pay, if such attendance is in the interest of the District and within

the scope of the teacher's area of employment. All requests by teachers must be on the approved district form and submitted in advance to the Building Principal. The Building Principal may approve requests, staying within the limits of the building budget for such purposes. An over-all limit on reimbursement for expenses incurred will be placed at \$500.00 per teacher per fiscal year and shall be limited to the costs of transportation and parking, lodging, registration, and meals.

Attendance at any given professional meeting or convention shall be limited to two (2) teachers per meeting per building of elementary schools, and three (3) teachers per meeting per building at secondary schools. Requests to attend conferences, conventions, or meetings should be made as early as possible inasmuch as consideration will be given to the date such request is made.

V – LEAD TEACHERS & INSTRUCTIONAL MENTORS

- 1) No later than March 2011, the TT shall develop a written recommendation that includes a description of the role and responsibilities of the Lead Teachers and Instructional Mentors; an application procedure for candidates; and criteria and qualifications for the selection of applicants. The recommendation shall be in compliance with and shall not substantially deviate from the provisions set forth in Article 9, Section 9.07 of the current collective bargaining agreement (See excerpt).

Section 9.07 - VACANCIES AND NEWLY CREATED POSITIONS

*All vacancies and newly-created positions for teaching, extra-duty, supervisory, and administrative jobs shall be posted for five (5) working days in each building with the teacher sign-in sheet prior to the position being filled.**

The following procedures shall apply:

A. All postings will be sequentially numbered and a recording of same will be kept on file in the Office of Human Resources.

B. During the summer months, vacancies will be posted in the Central Office and mailed to the Association President and to those employees who have made a written request to be notified of any vacancies. Such request must be submitted to the Superintendent's Office by May 31. Staff will provide self-addressed, stamped envelopes for this purpose.

C. During the school year, all notification will be sent to the President of the NDEA via inter-school mail.

** In the event a vacancy occurs ten (10) working days prior to the beginning of the student school year, the five (5) day posting requirement may be waived. All other provisions shall remain in force.*

- 2) Upon receipt of the written recommendation mentioned in Section V, (1), representatives of the NDEA and the District shall meet to consider the development of mutually agreeable terms for implementation of the Lead Teachers and Instructional Mentors. Such terms shall be set forth in a mutually agreed upon and properly ratified written Memorandum of Understanding prior to implementation.

- 3) No later than August 2011, participants shall be identified to serve in Lead Teacher and Instructional Mentor roles.

VI – RACE TO THE TOP PROFESSIONAL DEVELOPMENT

- 1) A program of professional development activities as set forth in the Race to the Top - Scope of Work document shall be developed by Curriculum, Instruction and Technology Department with input from the TT.
- 2) Teachers shall be provided release time without loss of pay or benefits to participate in all professional development activities. Release time shall be in addition to and shall not be subject to the limitations set forth in Article 10.06 of the current collective bargaining agreement (see excerpt below). The District's intent is to provide substitute teachers to cover the classroom responsibilities of all teachers participating in such professional development activities.
- 3) Teachers shall not be required to participate in professional development activities that are scheduled outside of the regular work year or the regular work day as defined in Article 9, Section 9.02 and Section 9.03 (A) of the current collective bargaining agreement.

Section 9.02 - CONTRACT YEAR/SCHOOL CALENDAR

A. The teacher contract year will not exceed 184 days. Any days contracted beyond 184 will be paid at a per-diem rate.

B. The President of NDEA may meet with the Superintendent by February 1 of each year to give input on the calendar recommendations for the following school year.

C. In the event that the school calendar needs to be amended after Board adoption, the Superintendent shall, except in emergency situations when teachers are not available for input, submit to teachers those options under consideration for their input prior to official Board action.

Section 9.03 - TEACHER'S DAY

A. The teacher's work week will be thirty-seven and one-half (37 1/2) hours as assigned by the Board. Teachers will be required to sign in at arrival and sign out at leaving.

Section 9.13 - COMPENSATION FOR COMMITTEE WORK NOT DONE ON SCHOOL TIME

Approved district committees, when scheduled to meet after hours of the regular teacher's workday, will be compensated at the rate of .0006 of the BA base per hour. Committee work that is approved will be defined by the Superintendent or his assistants. The compensation will be paid following completion of each semester of committee work.

Section 10.06 - PROFESSIONAL MEETINGS AND CONFERENCES

Included in the annual (July 1 through June 30) budget for each school will be an amount

for professional meetings and conferences. The amounts for each of the buildings are as follows:

School Amount

*Northmont Senior High School \$4000.00
Northmont Middle School \$2000.00
O.R. Edgington Elementary \$1000.00
Englewood Elementary \$1000.00
Englewood Hills Elementary \$1000.00
Northmoor Elementary \$1000.00
Northwood Elementary \$1000.00
Union Elementary \$1000.00*

Amounts not expended in one fiscal year will accrue to the next fiscal year, provided that at no time shall the accrued amount be more than 150% of the annual amount.

Any teacher requesting to attend any conference, convention, or meeting may be absent for such purpose without loss of pay, if such attendance is in the interest of the District and within the scope of the teacher's area of employment. All requests by teachers must be on the approved district form and submitted in advance to the Building Principal. The Building Principal may approve requests, staying within the limits of the building budget for such purposes. An over-all limit on reimbursement for expenses incurred will be placed at \$500.00 per teacher per fiscal year and shall be limited to the costs of transportation and parking, lodging, registration, and meals.

Attendance at any given professional meeting or convention shall be limited to two (2) teachers per meeting per building of elementary schools, and three (3) teachers per meeting per building at secondary schools. Requests to attend conferences, conventions, or meetings should be made as early as possible inasmuch as consideration will be given to the date such request is made.

VII – EVALUATION PROJECT TEAM

1.) COMPOSITION

- a) The evaluation project team shall be made up of ten (10) participants. Five (5) shall be selected by the Superintendent/designee and five (5) shall be selected by the President/designee of the NDEA.
- b) Alternates may be designated to participate if/when a member of the evaluation project team is unable to attend.
- c) Additional people with expertise in specific areas may be consulted by the evaluation project team as needed by mutual agreement of the Superintendent/designee and the NDEA President/designee.

2) EVALUATION PROJECT TEAM

- a) The purpose and responsibilities of the Evaluation Project Team shall be as set forth below and are intended to reflect and clarify the provision on page 21 of the Race to the Top (RtT) Scope of Work (SoW) document and will follow the dates established by the TT as set forth in the SoW (See attached.)

PILOT

- i. to establish and submit a written recommendation that sets forth the provisions of a Teacher Evaluation Pilot Program that includes a procedure and timeline and criteria

for the assessment of success of the implementation of a comprehensive teacher evaluation system

- ii. to develop and submit a written recommendation that uses the criteria to evaluate the Pilot Program

COMPREHENSIVE EVALUATION SYSTEM

- iii. to develop and submit a written recommendation that sets forth the provisions of a comprehensive teacher evaluation system
 - iv. to develop and submit a written recommendation that sets forth provisions for the implementation of a training program to communicate and train teachers and principals on the provisions of the comprehensive evaluation system
 - v. to develop and submit a written recommendation that sets forth any modifications necessary to improve the comprehensive evaluation system.
 - vi. All recommendations set forth above in Sections VII, 2,(a),(i.) thru 2,(a),(v.) above shall be submitted to the RttT Transition Team for review.
 - vii. The recommendation that is set forth in Section VII, 2,(a),(vi) shall be submitted to the RttT TT and shall form the basis for the development of a final recommendation to the bargaining teams of the Board and the NDEA.
- b) The Transformation Team shall develop and submit to the President of the NDEA/designee and to the Superintendent/designee a written recommendation that sets forth the provisions and procedures of a comprehensive evaluation system no later than March 2013. This recommendation shall form the basis for the development of a final recommendation to the bargaining teams of the Board and the NDEA.
 - c) Upon receipt of the written recommendation mentioned in Section VII, (2), representatives of the NDEA and the District shall meet to consider the development of mutually agreeable terms for implementation of the comprehensive Evaluation System. Such terms shall be set forth in a mutually agreed upon and properly ratified written Memorandum of Understanding prior to implementation.
 - d) During the development and implementation of the Evaluation System Pilot
 - i) Program, teachers evaluated under this pilot program shall be held harmless from adverse employment actions that impact their job security and/or employment status.

VIII - TENURE PROJECT TEAM

1) COMPOSITION

- a) The tenure project team shall be made up of ten (10) participants. Five (5) shall be selected by the Superintendent/designee and five (5) shall be selected by the President/designee of the NDEA.
- b) Alternates may be designated to participate if/when a member of the tenure project team is unable to attend.
- c) Additional people with expertise in specific areas may be consulted by the tenure project team as needed by mutual agreement of the Superintendent/designee and the NDEA President/designee.

2) PURPOSE and RESPONSIBILITIES of the TENURE PROJECT TEAM

- a) The purpose and responsibilities of the Tenure Project Team shall be as set forth below and are intended to reflect and clarify the provision on page 21 of the Race to the Top

(RttT) Scope of Work (SoW) document and will follow the dates established by the TT as set forth in the SoW (See attached.)

- i) to establish and submit a written recommendation that sets forth the provisions of a teacher tenure system that is comprehensive in nature and includes: assessment of data collected through observation of and comprehensive evaluation of teacher performance, criteria on which performance shall be assessed, a process for identification of performance deficiencies, a method for remediation of performance deficiencies, adequate time for improvement of performance prior to re-evaluation, a clear definition of effective and ineffective/low performance, a procedure for the removal of ineffective/low performing teachers that includes notice, reasons, hearing, due process, and a final decision that is based on good and just cause related to the data collected through the application of a teacher tenure system
 - ii) to develop and submit a written recommendation that sets forth the provisions of a teacher tenure system
 - iii) to develop and submit a written recommendation that sets forth provisions for the implementation of a training program that communicates to teachers and principals the provisions of the teacher tenure system.
 - iv) to develop and submit a written recommendation that sets forth any modifications necessary to improve the teacher tenure system.
 - v) All recommendations set forth above in Sections VIII, 2,(a),(i.) thru 2,(a),(iv.) above shall be submitted to the RttT Transition Team for review.
 - vi) The recommendation that is set forth in Section VIII, 2,(a),(v) shall be submitted to the RttT TT and shall form the basis for the development of a final recommendation to the bargaining teams of the Board and the NDEA.
- b) The Transformation Team shall develop and submit to the President of the NDEA/designee and to the Superintendent/designee a written recommendation that sets forth the provisions and procedures of a teacher tenure system. This recommendation shall form the basis for the development of a final recommendation to the bargaining teams of the Board and the NDEA.
- c) Upon receipt of the written recommendation mentioned in Section VIII, (2), representatives of the NDEA and the District shall meet to consider the development of mutually agreeable terms for implementation of the Tenure System. Such terms shall be set forth in a mutually agreed upon and properly ratified written Memorandum of Understanding prior to implementation.

Section 9.16 - JOB SECURITY/DISCIPLINARY ACTIONS/NON-RENEWAL

A. Job Security

1. After July 1, 1997, all teachers shall serve a probationary period of four (4) consecutive full school years of full-time employment. During the probationary period, such teacher shall receive a contract for no longer than one (1) school year. All limited contract teachers employed at Northmont City School District prior to July 1, 1997, and who have been employed for four (4) or more full school years shall be considered to have served this probationary period. All limited contract teachers who

have been employed less than four (4) full years at Northmont City School District as of July 1, 1997, shall be considered probationary teachers until they have served four (4) full years. For teachers with an employment history at Northmont City School District prior to July 1, 1997, the full school years need not be consecutive, but the years after July 1, 1997, needed in order to reach four (4) full school years must be consecutive one (1) year contracts.

2. After a teacher has served the probationary period as set forth above and is thereafter rehired, that teacher will not be subject to being non-renewed or non-re-employed and the teacher's employment shall not be terminated except for good and just cause, with the final determination of good and just cause to be decided by an arbitrator selected in the same manner as an arbitrator is selected for determination of a grievance. In the case of termination, either the Association or the teacher may demand arbitration, which demand shall be made within 30 days of a receipt of a copy of the Board resolution terminating the teacher. If arbitration is demanded, the Board of Education shall be considered the moving party and shall bear the burden of proving good and just cause.

3. In the event of a Reduction in Force, all teachers who have served the probationary period, or who are considered to have served the probationary period, shall have their seniority determined as if they had achieved continuing service status as that term is used in R.C. 3319.11.

4. With respect to a probationary teacher, the Board may declare its intention not to re-employ such teacher by giving the teacher written notice on or before the 30th day of April of its intention not to re-employ the teacher. If the Board does not give the teacher written notice on or before the 30th day of April of its intention not to re-employ the teacher, the teacher is deemed re-employed under a limited contract for one (1) year at the same salary plus any increment provided by the Salary Schedule. The teacher is presumed to have accepted such re-employment under a limited contract unless he/she notifies the Board in writing to the contrary on or before the first day of June. The decision of the Superintendent to recommend nonreemployment and/or the decision of the Board not to re-employ shall not be made the subject of a grievance and shall not be processed as such.

B. Disciplinary Actions

1. Prior to the imposition of a discipline more severe than a written reprimand, the affected teacher shall have the right to an informal hearing before the Principal.

2. The Superintendent, or his/her designee, shall have the power and right to reprimand, suspend with or without pay, or otherwise discipline a teacher for good and just cause. All disciplinary action, other than verbal warnings, shall be given in writing to the affected teacher within 36 hours of taking such action. A probationary teacher may be terminated for less than good and just cause.

3. Discipline shall be applied in a progressive and corrective manner, except

instances wherein the teacher is guilty of misconduct, or the teacher's presence represents a clear and present danger to students, employees, or the public.

4. A teacher's right to Association representation in any manner relating to discipline shall only be limited to the extent that immediate employer action is reasonably necessary to protect persons and/or property. In the event immediate employer action is taken without Association representation, then, upon the affected teacher's request, a conference to review the discipline shall be held within 24 hours with the teacher and an Association representative. At this conference, the teacher shall be presented with a written statement of the charges against the teacher, including times and places of occurrence(s).

C. Non-Renewal

1. No later than April 1 the Superintendent shall notify in writing any teacher so affected of his/her intent not to recommend renewal of limited teaching contract. Within four (4) working days of such notification the teacher may request, in writing, a meeting with the Superintendent. The Superintendent and/or his/her designee will discuss with the teacher, at the meeting, the rationale for the recommendation. Such a meeting will be held prior to Board action.

2. The teacher may also request a meeting with the Board of Education. The Board may elect to hear the teacher in executive session, or the teacher may elect to use the Visitors and Communications portion of a regular Board meeting to address the Board.

3. This procedure shall not create an expectancy of continued employment nor shall it prevent the Board from making the final decision regarding a contract renewal or non-renewal.

D. Modifications of R.C. 3319.16

R.C. 3319.16 shall apply to those teachers who now hold or achieve continuing service status. Those teachers are sometimes referred to as tenured teachers. For those teachers, only one departure from the procedure set forth in R.C. 3319.16 shall be permitted by this contract, and that is that a hearing before the Board or the Referee, as the case may be, may be held at any time during the year.

E. Statutory Provisions No Longer Apply

The provisions of this Article dealing with teacher contracts, discipline, and/or probationary periods are specifically intended to supplant Ohio Revised Code Sections 3319.11, 3319.111, and to the extent set forth in the immediately preceding paragraph, 3319.16.

IX. CONTINUATION OF NEGOTIATED PROVISIONS

All negotiated provisions in the current collective bargaining agreement not specifically amended herein shall continue unchanged until subsequently and mutually amended or until the termination date of the current Agreement, whichever comes first.

X. POTENTIAL NEED FOR ADDITIONAL AGREEMENT

It is understood that as we continue to implement the provisions set forth in the RttT - Scope of Work document, there may be a need for additional agreements. As those needs become evident, the parties agree that negotiations will be scheduled, and that a good faith effort will be made to resolve all related concerns and issues.

MEMORANDUM OF UNDERSTANDING
dependent eligibility audits

The parties to this agreement are: 1) Gene Klaus, Director of Human Resources 2) the Board of Education of the Northmont City School District, 3) Nicole Bouas, President NDEA, 4) the Northmont District Education Association, 5) Lynn Boldman, President NCEA, 6) the Northmont Classified Employee Association.

This agreement is adopted to address issues related to the needs of the District to secure documentation required of employees to implement **dependent eligibility audits** pursuant to the 'Best Practices' of the School Employees Health Care Board (SEHCB) as identified in the law at O.A.C. § 3306-2-03

By this agreement, the parties acknowledge and adopt the following:

WHEREAS, the parties agree to modify the collective bargaining agreement for the purpose of facilitating the implementation of the above mentioned best practice;

and

WHEREAS, the parties agree that the purpose of a dependent eligibility audit is to identify individuals who participate in an employer's health insurance plan as ineligible dependents;

and

WHEREAS, the parties to this agreement recognize the mutual benefits related to the following modification of the collective bargaining agreement;

THEREFORE, in consideration of the mutual promises contained herein and solely for purposes of resolution of all issues specifically related the documentation required of employees to implement **dependent eligibility audits** pursuant to the 'Best Practices' of the School Employees Health Care Board (SEHCB) as identified in the law at O.A.C. § 3306-2-03, the parties agree to be bound as follows:

Effective September 1, 2010 annually, the District shall provide written notice to the President of the NDEA and to the President of the NCEA. The notice shall identify the party charged with the responsibility of collecting the documentation required by the audit. It is understood that the District may choose to partner with an outside vendor to implement the audit, or they may choose to do it on their own.

At the conclusion of the enrollment period a written request for documents shall be sent to all employees who have enrolled dependents in the District's Health Insurance program and shall include the following criteria;

The following documents shall be required to complete the eligibility verification process of a dependent eligibility audit.

For spouses, one document shall be required from the following list;

- (1) A photocopy of the marriage certification OR
 - a. A copy of the top half of the front page of the employee's most recently filed federal tax return that includes the spouse, OR
 - b. A copy of the top half of the tax return if the employee's status is 'married, filing separately', OR

MEMORANDUM OF UNDERSTANDING

- c. A copy of a recent bank statement or bill that includes the employee's and spouse's names at a common address.

In the case of (1a), (1b) and (1c), the written request for documents shall include instructions to the employee to mark out all financial information prior to submitting the document.

For children, an employee shall be required to provide different forms depending on the child's status (e.g., natural child, step child, adopted or foster child) and situation (attending post-secondary institution, living on their own but still supported by their parents), disabled, and various legal situations).

Depending on child's status documents shall be required from the following list;

- (1) Natural child: Photocopy of the birth certificate showing the employee's name as parent.
- (2) Step child:
- a. Photocopy of the child's birth certificate and one (1) of the following documents;
 - i. a copy of the marriage certificate showing the employee and employee's spouse's name, OR
 - ii. a copy of the top half of the front page of the employee's most recently filed federal tax return that identifies the step child as a dependent.

In the case of (B2), the written request for documents shall include instructions to the employee to mark out all financial information prior to submitting the document.

- (3) Legal guardian, adopted child, grandchild, or foster child: Photocopy of affidavits of dependency, final court order or adoption final decree.

Depending on child's situation

- (4) Older children attending college: (1), (2) or (3) plus a copy of the top half of the front page of the employee's most recently filed federal tax return that includes the child and a copy of the dependent's paid tuition receipt or any other documentation that substantiates full-time or part-time student status.
- (5) Children of divorced or separated parents who are not living with the employee, but the employee is still required to support by law: (1), (2) or (3) plus a copy of the top half of the front page of the employee's most recently filed federal tax return that identifies the child as a dependent plus a copy of the divorce decree or legal separation granting full or joint custody plus a copy of a court-issue Qualified Medical Child Support Order showing that the employee (or employee's spouse if legally separated) must provide health care coverage (if applicable).
- (6) Disabled children: (1), (2) or (3) plus a copy of the top half of the front page of the employee's most recently filed federal tax return that identifies the child as a dependent plus documentation from the Social Security Administration demonstrating that a Social Security disability benefit has been awarded.
- (7) Step children living with the employee greater than 50 percent of the time: (2) and a copy of the top half of the front page of the employee's most recently filed federal tax return that identifies the child as a dependent.

MEMORANDUM OF UNDERSTANDING

(8) Children of divorced employees where the dependent is on the insurance plan because of a court order or joint custody agreement: (1), (2) or (3) plus a copy of the divorce decree showing court ordered custody requirements pursuant to requirement for health care provision.

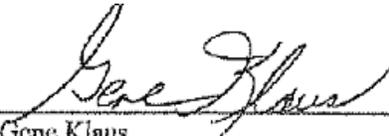
In consideration of the foregoing the NDEA and the NCEA and the Employee(s) affected by this agreement fully and forever waive all rights under the collective bargaining agreement that are abridged or modified by this memorandum. All rights and provisions of the collective bargaining agreement not specifically abridged or modified by the terms of this memorandum shall remain in full force and effect.

The parties fully and specifically acknowledge that this Memorandum of Understanding is solely for the purposes of resolving issues related to the needs of the District and has no application, either contractually or otherwise, outside the scope of this specific situation.

The parties agree that this Memorandum of Understanding is not precedential in nature and that no party will use this Agreement to demonstrate custom or practice of the parties.

Further, the parties agree that any alleged contractual violation of this agreement shall be enforceable through the grievance and arbitration procedure as provided for in the current collective bargaining agreements between the Board of Education of the Northmont City School District and the Northmont Classified Employee Association, or the Board of Education of the Northmont City School District and the Northmont District Education Association.

The terms and provisions of this memorandum shall expire and cease to exist if/when the documentation required of employees to implement **dependent eligibility audits** pursuant to the 'Best Practices' of the School Employees Health Care Board (SEHCB) as identified in the law at O.A.C. § 3306-2-03 are eliminated, modified or amended.



Gene Klaus,
Director of Human Resources
Northmont City School District Schools

9-21-10
Date



Lynn Boldman, President
Northmont Classified Employee Association

9-21-2010
Date



Nicole Bouas, President
Northmont District Education Association

9-21-10
Date

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