

11-MED-04-0748

0337-01

527347

MASTER CONTRACT

between the

NEW RICHMOND EDUCATION ASSOCIATION

an affiliate of the
OHIO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

and the

**NEW RICHMOND EXEMPTED VILLAGE
BOARD OF EDUCATION**

2011 JUN 21 P 2:25

STATE EMPLOYMENT
RELATIONS BOARD

Effective:

July 1, 2011 through June 30, 2014

TABLE OF CONTENTS

	<i>Page</i>
ARTICLE 1:	RECOGNITION
1.01	ASSOCIATION1
1.02	BOARD1
1.03	NON-DISCRIMINATION.....1
1.04	MANAGEMENT RIGHTS/MID-TERM BARGAINING.....1
ARTICLE 2:	NEGOTIATIONS PROCEDURES
2.01	DEFINITIONS2
2.02	NEGOTIATING TEAMS3
2.03	INITIATION OF NEGOTIATIONS3
2.04	NEGOTIATION MEETINGS.....3
2.05	INFORMATION.....3
2.06	RECESSES3
2.07	PROGRESS OR NEWS REPORTS.....4
2.08	TENTATIVE AGREEMENT.....4
2.09	AGREEMENT ON ALL ISSUES4
2.10	DISAGREEMENT AND IMPASSE.....4
ARTICLE 3:	ASSOCIATION RIGHTS
3.01	BULLETIN BOARDS5
3.02	BUILDINGS AND EQUIPMENT5
3.03	INTER-SCHOOL MAIL SYSTEM.....5
3.04	NEW EMPLOYEE INFORMATION.....5
3.05	MEMBER ACCESS5
3.06	CONTRACT COPIES5
3.07	BOARD AGENDA.....6
3.08	BOARD POLICY BOOK/HANDBOOK6
3.09	SCHOOL CALENDAR.....6
3.10	PAYROLL DEDUCTIONS6
3.11	PAY PERIODS/DIRECT DEPOSIT.....6
3.12	FAIR SHARE FEE7
3.13	LABOR MANAGEMENT COMMITTEE.....8
ARTICLE 4:	GRIEVANCE PROCEDURE
4.01	DEFINITIONS9
4.02	PURPOSES9
4.03	PROCEDURE.....9
4.04	GRIEVANCE STEPS.....9
4.05	MISCELLANEOUS12
ARTICLE 5:	EMPLOYMENT/WORKING CONDITIONS
5.01	TEACHER CONTRACTS12
5.02	SEQUENCE OF CONTRACTS.....14
5.03	NOTIFICATION OF ANTICIPATED ASSIGNMENT14
5.04	VACANCIES/TRANSFERS.....14
5.05	SCHOOL YEAR.....15
5.06	WORKDAY15
5.07	ONE PLANNING PERIOD PER DAY15
5.08	FAIR AND EQUITABLE PLAN TIME16
5.09	PARENT-TEACHER CONFERENCES16

NEW RICHMOND EDUCATION ASSOCIATION
Master Contract Effective JULY 1, 20011 through June 30, 2014

5.10	GOALS FOR CLASS SIZE.....	17
5.11	PERSONNEL FILE.....	17
5.12	COMPLAINT PROCEDURE.....	18
5.13	ADMINISTRATIVE ABSENCE.....	18
5.14	MENTOR PROGRAM.....	18
5.15	SMOKING.....	18
5.16	DISCIPLINE.....	19
5.17	REDUCTION IN FORCE.....	19
5.18	PROFESSIONAL STAFF DRESS AND GROOMING.....	21
5.19	MULTIPLE CERTIFICATION.....	21
ARTICLE 6:	<u>LEAVES OF ABSENCE</u>	
6.01	SICK LEAVE.....	21
6.02	CHILD CARE LEAVE.....	22
6.03	FAMILY AND MEDICAL LEAVE.....	23
6.04	PERSONAL LEAVE.....	23
6.05	SABBATICAL LEAVE.....	23
6.06	JURY DUTY.....	24
6.07	LEAVE OF ABSENCE WITHOUT PAY.....	25
ARTICLE 7:	<u>TEACHER EVALUATION, NONRENEWAL & TERMINATION</u>	
7.01	TEACHER EVALUATIONS.....	25
7.02	NONRENEWAL OF LIMITED CONTRACT.....	27
7.03	CONTRACT TERMINATION.....	27
ARTICLE 8:	<u>PROFESSIONAL DEVELOPMENT PROGRAM</u>	27
ARTICLE 9:	<u>COMPENSATION & FRINGE BENEFITS</u>	
9.01	BASE SALARIES & INDEX.....	28
9.02	REQUIREMENTS FOR MA+15 AND MA+30 COLUMNS.....	29
9.03	SUPPLEMENTAL SALARY AND SUPPLEMENTAL REVIEW PROCESS.....	29
9.04	HEALTH INSURANCE.....	30
9.05	LIFE INSURANCE.....	31
9.06	SEVERANCE PAY.....	31
9.07	SUPER SEVERANCE PAY.....	31
9.08	SUBSTITUTE PAY FOR PLANNING TIME.....	32
9.09	MILEAGE REIMBURSEMENT.....	32
9.10	ATTENDANCE BY CHILDREN OF TEACHERS.....	32
9.11	STRS RETIREMENT SYSTEM PICK-UP.....	33
9.12	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE.....	33
9.13	REHIRING OF RETIRED TEACHERS.....	33
ARTICLE 10:	<u>CONCLUSION</u>	
10.01	REOPENER.....	35
10.02	DURATION OF CONTRACT.....	35
10.03	MISCELLANEOUS.....	35
	SIGNATURE PAGE.....	36
APPENDIX A	SALARY SCHEDULE, EFFECTIVE JULY 1, 2011, JULY 1, 2012 & JULY 1, 2013.....	37
APPENDIX B	SUPPLEMENTAL SALARY SCHEDULE, EFFECTIVE 2011-2014.....	38

ARTICLE 1: RECOGNITION

1.01 ASSOCIATION

The New Richmond Exempted Village Board of Education (hereinafter referred to as the "Board") recognizes the New Richmond Education Association, an affiliate of the Ohio Education Association and National Education Association (hereinafter referred to as the "Association") as the exclusive and sole professional negotiations representative for all regularly-employed certificated employees who are under contract to teach a full school year excluding teachers employed as long-term substitutes and all other employees.

1.02 BOARD

The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education in and management of the New Richmond Exempted Village School District and as the employer of all personnel of such school system under State law. The agreements set forth in this Agreement between the Board and the Association shall hereinafter be referred to as the "Agreement."

1.03 NON-DISCRIMINATION

This Agreement will in no way infringe upon nor dilute the following rights and responsibilities:

- 1.0301 Certificated teaching personnel have the right to join or not to join any organization for their professional and/or economic improvement.
- 1.0302 The Association shall not refuse to admit to membership any certificated teaching staff member of the District on the basis of age, handicap, sex, marital status, race, creed or national origin.

1.04 MANAGEMENT RIGHTS/MID-TERM BARGAINING

Unless otherwise agreed to in this Master Contract, nothing herein impairs the right and responsibility of the Board to:

- 1.0401 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology and organizational structure;
- 1.0402 Direct, supervise, evaluate or hire employees;
- 1.0403 Maintain and improve the efficiency and effectiveness of governmental operations;
- 1.0404 Determine the overall methods, process, means of personnel by which governmental operations are to be conducted;
- 1.0405 Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;

- 1.0406 Determine the adequacy of the work force;
- 1.0407 Determine the overall mission of the employer as a unit of government;
- 1.0408 Effectively manage the work force;
- 1.0409 Take actions to carry out the mission of the public employer as a governmental unit;
- 1.0410 Make the rules and regulations by which students and employees shall be governed;
- 1.0411 Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify any existing provision of this agreement. The parties hereby agree and understand that the Board shall have the right to unilaterally implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations over the effects of the implementation if requested by the Association. Mid-term negotiations shall be conducted in accordance with Article 2 of this contract.
- 1.0412 The grievance procedure shall be the exclusive process for resolving disagreements/disputes arising under this Article with regard to the Board's compliance with the mid-term/interim bargaining procedures set forth herein.

ARTICLE 2: NEGOTIATIONS PROCEDURES

2.01 DEFINITIONS

The following definitions shall apply only to the procedures set forth in this Article 2:

- 2.0101 "Negotiations" means conferring, discussing and negotiating in good faith by representatives of the Board and representatives of the Association in an effort to reach agreement with respect to those matters which are negotiable pursuant to the reopener provisions of this Contract.
- 2.0102 "Good faith" means coming to the negotiating table with the intention of giving consideration to the proposals and reasons therefore of the other party, not of dogmatically pursuing pre-conceived stands. Good faith requires the representative(s) of the Association and the representative(s) of the Board to be willing to react to each other's proposals and the reasons for such proposals. If a proposal is unacceptable to one of the parties, there is an obligation to give its reasons for its opposition. Good faith requires both parties to recognize the negotiations as a shared process, but the obligation of the Board's representative(s) and the Association's representative(s) to meet for the purpose of negotiations does not compel either party to agree to a proposal or require the making of a concession.

2.0103 "Day" shall be defined as a calendar day but excluding Saturday, Sunday and days observed as holidays by the District.

2.0104 "Party" shall be defined to mean the Association and the Board.

2.02 NEGOTIATING TEAMS

The Board and the Association shall each designate not more than six (6) persons to be their respective representatives for negotiations. Each party may designate representatives of its own choosing for the purposes of negotiation, including consultants and attorneys. No more than six (6) people can be present for each side at a negotiating session.

2.03 INITIATION OF NEGOTIATIONS

2.0301 A written request from the Association for the start of negotiations shall be submitted by the Association to the Superintendent or from the Superintendent to the Association President anytime after February 1 but prior to the start of the next school year to initiate negotiations with regard to those issues which are bargainable pursuant to the Contract. Upon receipt of said request, mutually-acceptable meeting dates shall be set up by the parties.

2.0302 At the first meeting, the parties shall submit in writing all issues they intend to propose for negotiations. No additional issues shall thereafter be submitted by either party unless mutually agreed upon by the parties. Negotiations shall be limited to those issues set forth in the Reopener provision of this Agreement.

2.04 NEGOTIATION MEETINGS

Following the first negotiation meeting, further meetings, at mutually-agreed times, shall be held at the request of either party. An earnest effort shall be made to schedule the next meeting date before the conclusion of the current meeting. All negotiation meetings shall be private unless mutually agreed otherwise by both parties.

2.05 INFORMATION

Upon request and within a reasonable period of time, the parties shall provide each other with public records regularly maintained by them which contain information relevant to the issues under discussion in negotiations.

2.06 RECESSES

Upon request of either negotiating team, the negotiation meeting shall be recessed to permit the requesting negotiation team a reasonable period of time to privately caucus.

2.07 **PROGRESS OR NEWS REPORTS**

During the period of negotiating up to the time of reaching an agreement to be submitted to the Association and to the Board, no information involving the negotiations shall be given or released to any news medium without the mutual approval of the parties.

2.08 **TENTATIVE AGREEMENT**

As tentative agreement is reached on an item, it shall be reduced to writing and so noted and initialed by each party. It is recognized that a tentative agreement is not effective unless and until final agreement on all items is reached by the Association and the Board. In the absence of such overall final agreement, either party may alter its position on any item including those where a tentative agreement had been noted.

2.09 **AGREEMENT ON ALL ISSUES**

When an agreement is reached by the parties on all items submitted for negotiation, such agreement shall promptly be reduced to writing and furnished to the Association and to the Board. The Association shall vote on the tentative agreement within ten (10) days of the conclusion of negotiations and the Board shall vote on the tentative agreement within ten (10) days of the Superintendent's receipt of written confirmation from the Association President that the Association approved the tentative agreement.

2.10 **DISAGREEMENT AND IMPASSE**

- 2.1001 In the event negotiations are not completed within sixty (60) days of the first meeting, either party may declare impasse. Once impasse has been declared, the parties shall request a mediator from the Federal Mediation and Conciliation Service whose rules and regulations will govern the mediation process.
- 2.1002 Mediation shall last for thirty (30) days from the parties' first meeting with the mediator and if an agreement has not been reached, then an impasse shall exist and the impasse procedure shall be completed.
- 2.1003 This impasse procedure shall supersede and replace the impasse procedure contained in Chapter 4117 of the Ohio Revised Code. Once the impasse procedure is completed the parties may implement all remedies available to them pursuant under Chapter 4117 of the Ohio Revised Code.

**ARTICLE 3:
ASSOCIATION RIGHTS**

Only the Association shall have the following rights:

3.01 BULLETIN BOARDS

A bulletin board in each faculty lounge in each school shall be designated for Association business and may be used by the Association for that purpose.

3.02 BUILDINGS AND EQUIPMENT

The Association may use portions of a school building and/or building equipment in the same manner and to the same extent as other outside groups.

3.03 INTER-SCHOOL MAIL SYSTEM

The Association shall have the right to place material in teacher mailboxes provided a copy of the material is given to the administrator simultaneously with its placing in the teacher mailbox.

3.04 NEW EMPLOYEE INFORMATION

Names and addresses of newly employed members of the bargaining unit shall be provided to the Association following Board approval of their contracts, unless the new employee(s) specifically requests otherwise in writing.

3.05 MEMBER ACCESS

3.0501 A representative of the Association shall have the right to visit the schools to meet with members of the bargaining unit provided the meetings take place before the start of the student day, on the bargaining unit member's lunch time, after the end of the student day and/or at planning time. Prior to meeting with a teacher, the Association representative shall notify the principal of his/her presence in the building and the individual with whom he/she will be meeting and where in the building the meeting will take place. The Association representative will not be denied permission to meet so long as the meeting will not interfere with the teacher's duties.

3.0502 Visits to discuss Association problems must be arranged in advance with the principal.

3.06 CONTRACT COPIES

Copies of this Contract shall be provided to all bargaining unit members. The Association and the Board shall share the cost equally. Copies of this Contract will be maintained in each library of the school district.

3.07 BOARD AGENDA

A copy of the agenda for regular meetings of the Board shall be made available to the Association President when printed.

3.08 BOARD POLICY BOOK/HANDBOOK

3.0801 A copy of the current Board policy book shall be maintained in each library of each school in the District.

3.0802 Additionally, each member of the bargaining unit shall be provided a copy of the professional handbook.

3.09 SCHOOL CALENDAR

The Superintendent shall present the Association President with a copy of the school calendar alternatives he is considering for the following school year at least two (2) weeks prior to presenting same to the Board. The Association may provide its input to the Superintendent with regard to its preference on calendars or any other suggested calendars which were not presented to it by the Superintendent.

3.10 PAYROLL DEDUCTIONS

3.1001 If authorized in writing prior to October 1 of each school year, the Board Treasurer shall provide payroll deduction for any or all of the following:

- A. United Education Professional dues
- B. Deductions required by federal, state and local statutes
- C. Annuities provided there are at least five (5) other teachers who are requesting a deduction for the same company
- D. Credit union
- E. EPAC

3.1002 Notwithstanding the above, once a teacher has granted written authorization for the withholding of United Education Professional dues, said deduction shall continue until the teacher requests, in writing, that the dues deduction authorized by him/her be terminated.

3.11 PAY PERIODS/ DIRECT DEPOSIT

3.1101 A. For the 2011-2012 school year, bargaining unit members shall be paid in twenty-five (25) pays with the first pay taking place on September 2, 2011. For the 2012-2013 school year and thereafter, bargaining unit members shall be paid in twenty-four (24) pays on the 15th and last day of each month.

B. When a regular payday occurs within a weekend/vacation period, the pay shall be advanced to the last workday prior to the weekend or beginning of the vacation period.

3.1102 The District shall make electronic transfer available to employees through the distribution of authorization forms at the beginning of each school year. All bargaining unit members will have their payroll check deposited by electronic transfer to no more than two (2) financial institutions of his/her choice.

3.1103 The employee's salary shall be paid by electronic transfer to a financial institution not later than 8:00 a.m. each pay date. Remittance will be emailed upon request of the bargaining unit member.

3.12 FAIR SHARE FEE

3.1201 When the Association attains ninety percent (90%) of those eligible to be Association members as members, the Board will automatically deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association a fair share fee for the Association's representation of such non-members during the term of this Contract. Effective July 1, 2005 all new hires will be subject to the fair share fee provisions of the contract. For the 2011-2012, 2012-2013 and 2013-2014 school years the ninety percent (90%) provision shall be suspended. Only new hires will be subjected to the fair share fee provision of the Contract.

3.1202 Notice of the amount of the annual fair share fee, which shall be equal to one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Board Treasurer on or about September 15 of each year for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3.1203 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 bargaining unit members hired new after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after: sixty (60) days employment in a bargaining unit position or January 15th.

3.1204 The Board further agrees to accompany such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

3.1205 The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

3.1206 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.

3.13 **LABOR MANAGEMENT COMMITTEE**

- 3.1301 An informal committee shall be established as an aide to communications between the parties. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) persons appointed at the discretion of the Superintendent, plus the Association President (or designee) and a maximum of three (3) persons appointed by the leadership of the Association. All appointees will serve designated terms which shall be established in the ground rules. Other parties may be invited to attend as needed when mutually agreed to by the Superintendent and the Association President.
- 3.1302 The committee shall meet upon request, no more than one (1) meeting per month and no less than one (1) meeting per quarter. At the beginning of each school year, to aid in accommodating schedules, at least four (4) meeting dates shall be scheduled for each school year. Meetings will be held after school hours. An agenda shall be established one (1) week prior to the meeting, however, additional items may be added to the agenda at the meeting. If the agenda is not established prior to the meeting, the meeting shall be canceled. Agenda items will only deal with district-wide issues. Building issues shall be discussed at the appropriate levels through proper channels.
- 3.1303 To enhance collaborative problem solving, the committee shall adopt and review ground rules annually; the Association will take and maintain minutes from each meeting; training will be provided for all new members and the parties mutually agree to use the services of the Federal Mediation and Conciliation Service as needed.
- 3.1304 The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussions aimed at clarifying or addressing issues of concern to both parties. The interest based process will be used when feasible. The open discussions held by this committee shall not be construed as negotiations nor as an official decision making process. Recommendations made by the committee shall not be binding on the Board or the Association.
- 3.1305 In addition, on an as-needed basis, the Labor Management Committee shall review and recommend a textbook adoption process which may include but not be limited to textbook selection, supplemental materials selection, piloting of potential textbooks, and professional development in the implementation of newly adopted textbooks to insure the proper implementation at all affected grade levels in order to create a uniform and seamless curriculum experience for students. The textbooks recommended to the Board shall be considered for adoption by the Board in accordance with Board policy.
- 3.1306 This Article shall not be subject to the grievance and arbitration procedure, but contractual concerns shall not be precluded from the procedure.

ARTICLE 4:
GRIEVANCE PROCEDURE

4.01 **DEFINITIONS**

The following definitions shall apply only to the procedure set forth in this Article:

- 4.0101 "Grievance" is a formal claim by a certificated person(s) who is/are covered by this Agreement or the Association that one or more of the terms of this Agreement have been misinterpreted or misapplied.
- 4.0102 "Aggrieved person" is a certificated person covered by this Agreement having a grievance.
- 4.0103 "Association" is defined as the New Richmond Education Association.
- 4.0104 "Board" is the New Richmond Exempted Village Board of Education.
- 4.0105 "Day" shall be defined as a calendar day.

4.02 **PURPOSES**

- 4.0201 The purpose for the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
- 4.0202 Nothing herein shall prohibit any aggrieved person from discussing his/her grievance informally with any member of the administration.

4.03 **PROCEDURE**

- 4.0301 The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent of all parties concerned.
- 4.0302 A grievance shall be filed at the level at which the decision which resulted in the alleged grievance occurred, i.e., if the grievance arises as a result of a decision of the Superintendent of the District, it shall commence at Level Four.

4.04 **GRIEVANCE STEPS**

4.0401 Level One

If the grievance arises by virtue of a decision by the grievant's immediate supervisor and/or building principal, a grievant(s) shall first discuss the grievance with the appropriate principal alone with the objective of resolving the grievance informally. The grievant(s) shall state to the principal at the start of the conference that this is Level One of the grievance procedure.

4.0402 Level Two

- A. If the grievant(s) is(are) not satisfied with the disposition made at Level One, or if no disposition is made within seven (7) days after the Level One conference, the grievant may file the grievance in writing with the building principal. The principal shall, within seven (7) days after receipt of the written grievance, give the grievant a written answer.
- B. The formal grievance must be filed at Level Two in writing within twenty-one (21) days of the occurrence of the event or condition upon which the grievance is based. Failure to file the grievance within said twenty-one (21) day period shall constitute a waiver of the grievance.
- C. If the grievant(s) is(are) not satisfied with the disposition of the grievance made at Level Two, or if no disposition is made within seven (7) days after the filing of the grievance at Level Two, the grievant may appeal to Level Three of the grievance procedure. The appeal must be filed within seven (7) days of receipt of the decision or the date the decision is due. Failure to appeal within the time allotted herein shall constitute a waiver of the right to appeal the grievance to Level Three or any further in the grievance process.

4.0403 Level Three

- A. If the grievance arises by virtue of a decision or act of the Superintendent, the grievance shall be initiated at Level Three, by filing the grievance, in writing with the Superintendent. If the grievance is initiated at Level Three, the formal grievance must be filed at Level Three in writing within twenty-one (21) days of the occurrence of the event or condition upon which the grievance is based. Failure to file the grievance within said twenty-one (21) day period shall constitute a waiver of the grievance.
- B. Upon receipt of a proper appeal or an original grievance, the Superintendent shall, within seven (7) days after receipt of the appeal or grievance, meet with the grievant(s) and such other persons as the Superintendent designates to consider the grievance. Within seven (7) days after such meeting, the Superintendent shall give the grievant(s) a response.
- C. If the grievant(s) is(are) not satisfied with the disposition of the grievance made at Level Three, or if no disposition is made within seven (7) days after the filing of the grievance at Level Three, the grievant may appeal said decision to Level Five of the grievance procedure. The appeal must be filed within seven (7) days of receipt of the decision or the date the decision is due. Failure to appeal within the time allotted herein shall constitute a waiver of the right to appeal the grievance to Level Five or any further in the grievance process.

4.0404 Level Four

- A. If the grievance arises by virtue of a decision or act of the Board of Education, the grievance shall be initiated by filing the grievance, in writing, with the Treasurer. If the grievance is initiated at Level Four, the formal grievance must be filed at Level Four in writing within twenty-one (21) days of the

occurrence of the event or condition upon which the grievance is based. Failure to file the grievance within said twenty-one (21) day period shall constitute a waiver of the grievance.

- B. The Superintendent shall then place the matter on the agenda of the next regular Board meeting. The aggrieved person shall be present at said meeting. The Board shall, by official action, make known its answer to the grievant.
- C. If the grievant(s) is (are) not satisfied with the disposition of the grievance made at Level Four, the grievant may appeal said decision to Level Five of the grievance procedure. The appeal must be filed within seven (7) days of receipt of the decision. Failure to appeal within the time allotted herein shall constitute a waiver of the right to appeal the grievance to Level Five or any further in the grievance process.
- D. If appealed, notice of appeal shall be filed with the Board Treasurer, the Superintendent and the building principal.

4.0405

Level Five

- A. If the grievant(s) is(are) not satisfied with the decision at Level Three or Level Four, whichever is applicable, the Board and the Association may mutually agree to submit the grievance to mediation through the Federal Mediation and Conciliation Service (FMCS). If mediation is agreed upon, a member of the Board of Education shall be present at any mediation conferences.
- B. If unresolved at mediation or the matter is not submitted to mediation, the grievance may be referred to binding arbitration. Any request for arbitration must be within ten (10) days of receipt of the appeal filed according to Section 4.0404(D) or 4.0403 (e), whichever is applicable. The parties agree that the arbitrator shall be chosen from the following panel: Tobie Braverman, Edward Goggin, Michael Paolucci, and Robert Stein. The panel will be placed in alphabetical order by last name. Selection will be made in rotating order. The panel shall be reviewed at the end of the contract to allow parties to replace arbitrators as necessary.
- C. The arbitrator so selected shall hold the necessary hearing and issue his/her decision within thirty (30) days from the date of the hearing unless a different time period is mutually agreed to by the Board and the Association. The decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have the power to decide only grievances involving the misinterpretation or misapplication of the specific terms of this Agreement and he/she shall have no power to alter, add to, or subtract from any of the terms of this Agreement as written. The decision of the arbitrator shall be binding on the Board, the Association and the aggrieved person.
- D. Each of the parties shall pay one-half (1/2) of the cost of the arbitrator. However, should the Association withdraw the grievance prior to the hearing, and the withdrawal is not pursuant to a settlement of the grievance, the Association shall bear the costs of the arbitration.

4.05 MISCELLANEOUS

- 4.0501 The grievant may, at his/her discretion, be present at all levels of the grievance procedure.
- 4.0502 The grievant may be represented at Levels Three, Four and Five by a representative of his/her choice.
- 4.0503 No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- 4.0504 If a grievance is filed which alleges that the Superintendent of the District has misinterpreted or misapplied the Agreement, it shall commence at Level Four.
- 4.0505 If at any step a reply is not received in writing within the time allocated, the grievant has the right to proceed to the next step in the grievance procedure.
- 4.0506 If a written grievance is filed on an issue which has been resolved by the administration as an informal complaint, the decision of the administration shall not constitute a "past practice" unless the Association had knowledge of the administrative determination and failed to timely grieve same.
- 4.0507 The arbitrator shall not have the authority to alter, add to, or subtract from the terms of the contract. The arbitrator shall expressly confine him/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not submitted to him/her or to submit observations or declaration of opinion which are not directly essential in reaching his/her decision. The decision of the arbitrator shall be binding on the Board, the Association and the aggrieved person.
- 4.0508 No grievance may be submitted to arbitration without the consent of the Association.

**ARTICLE 5:
EMPLOYMENT/WORKING CONDITIONS**

5.01 TEACHER CONTRACTS

The Board shall provide each teacher a written contract and this Contract shall include, but not be limited to, the following:

- 5.0101 Name of the teacher;
- 5.0102 Name of the employer;
- 5.0103 Annual salary for the first year of the contract, subject to salary schedule adjustments;
- 5.0104 The date the teacher agrees to the Contract;

- 5.0105 Signature of Board representative and teacher;
- 5.0106 "It is agreed that this Contract shall be covered by the terms and conditions of the Master Agreement."
- 5.0107 Continuing Contract Eligibility
Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding school year, and/or at the expiration of the current limited contract, shall provide written notice to the Superintendent that the staff member is eligible for a continuing contract no later than November 15 of the school year in which their current limited teaching contract with the Board shall expire. Failure to notify the Superintendent by November 15 shall be a waiver of the teacher's eligibility for the continuing contract for the following school year and may result in the staff member being issued a one (1) year limited teaching contract for the following school year rather than a continuing contract. Notice received after November 15 shall not serve as the notice required by this Section for the following school year. A teacher may withdraw his/her request up to the date of the Board taking action on his/her individual teaching contract.
- 5.0108 A teacher becomes eligible upon satisfaction of one of the following:
- A. Teacher is employed by the Board for a period of two (2) years and the teacher has previously attained continuing contract status in another Ohio public school district.
 - B. Teacher has worked in the school district for three (3) of the last five (5) years and has a professional certificate.
 - C. Teacher has worked in the school district for three (3) of the last five (5) years, has a professional license, and:
 1. If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has started and completed six (6) semester hours or graduate coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or
 2. If the teacher did not hold a master's degree at the time of the issuance of the initial license, the teacher has started and completed thirty (30) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.
- 5.0109 If the teacher misses the November 15 deadline and is offered a one (1) year limited contract, during the term of this one (1) year limited contract the teacher shall be evaluated in consideration for a continuing contract to be issued the following school year.
- 5.0110 Upon receiving the notice from a teacher that he/she is eligible for continuing contract, and after having completed the evaluations of the teacher, if the Superintendent believes that the teacher is in need of further professional development based upon the teacher's performance evaluations or other documented performance issues, the Superintendent may recommend the issuance of a one year extended limited contract to the teacher. If the Superintendent intends to recommend an extended limited contract, the

Superintendent must advise the teacher, in writing, of the reasons for the recommendation and shall meet with the teacher upon the teacher's request. Should the teacher be employed under an extended limited contract pursuant to this Section, and the teacher is re-employed upon the conclusion of the extended limited contract, it must be under a continuing contract.

- 5.0111 The provisions of this Section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code, Sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

5.02 SEQUENCE OF CONTRACTS

- 5.0201 The length of limited contracts offered to teachers will be as follows, unless the teacher is nonrenewed:
- A. First year - One (1) year.
 - B. Second Year - One (1) year.
 - C. Third year - One (1) year.
 - D. Thereafter - Two (2) years, except as provided by Section 5.0202.
- 5.0202 If the Superintendent believes that the teacher is in need of further professional development based upon the teacher's performance evaluations, or if the teacher so requests, a one (1) year limited contract may be granted in lieu of a two (2) year contract. The Superintendent may also accelerate the contract sequence or award a contract for longer than two (2) years based upon the teacher's performance evaluations.

5.03 NOTIFICATION OF ANTICIPATED ASSIGNMENT

- 5.0301 Prior to June 30 of each year, each teacher shall be notified of his/her anticipated teaching assignment for the next school year.
- 5.0302 Teaching assignments may be changed by the Superintendent in accordance with Section 3319.01 of the Ohio Revised Code. Reassignments shall not be made in an arbitrary or capricious manner.

5.04 VACANCIES/TRANSFERS

- 5.0401 If the Board determines to fill a vacancy, the Superintendent shall prepare a list of all vacancies, including supplemental contract positions and administrative vacancies, as soon as known. A copy of each vacancy shall be sent by email notification to all licensed/certified employees. The notice shall include the following information:
- A. Position(s) available.
 - B. Requirements for job.
 - C. Deadline for application.
 - D. Effective starting date.
 - E. Any additional pertinent information.

- 5.0402 Such applications must be submitted to the central office within five (5) working days of the original posting date. Internal applicants shall receive first consideration for the vacancy. Internal candidates shall be interviewed by the principal, principal's designee, Superintendent or Superintendent's designee. If the internal candidate is not appointed to the vacancy, the principal, principal's designee, Superintendent or Superintendent's designee may fill the position with an external candidate through the process determined by the principal, principal's designee, Superintendent, or Superintendent's designee.
- 5.0403 When considering a voluntary transfer request, the Superintendent shall consider such factors as seniority, years of experience in position, degree and hours of education in that position, response to interviews, building needs and District needs.
- 5.0404 For the purposes of this Article, a transfer is a change from one building to another, one grade level to another, or one subject area to another.
- 5.0405 Involuntary Transfer - Reassignment
A teacher who is involuntarily transferred by the Superintendent shall have the right to meet with the Superintendent. Upon request of the teacher, the Superintendent shall meet with the teacher and provide him/her the reason for his/her involuntary transfer. Involuntary transfers shall not be made in an arbitrary or capricious manner.
- If an involuntary transfer occurs during the school year, the member shall be given one (1) workday free of pupil contact to prepare for the assignment. An involuntary transfer shall be considered from one grade level to another (i.e. third grade to sixth grade) or a change from one subject area to another (i.e. English to Social Studies) within a building or from building to building.

5.05 SCHOOL YEAR

- 5.0501 The school year shall be one hundred eighty-five (185) days in length.
- 5.0502 Five (5) days shall be scheduled without pupil contact. Three (3) days shall be scheduled as teacher workdays with one (1) being scheduled at the beginning of the school year; one (1) at the end of the first semester and the other at the end of the school year. The other two (2) days may be used as directed by the administration.

5.06 WORKDAY

The workday shall be seven (7) hours and twenty (20) minutes in duration.

5.07 ONE PLANNING PERIOD PER DAY

- 5.0701 A. All members of the bargaining unit shall be provided with a daily planning period. Such periods may be used for planning, preparing for the teacher's assignments, and to work with students who may have problems in specific grades of learning and/or parent conferences. Both parties acknowledge that on days when the start of school is delayed or school is released early, or on days when the normal school schedule is adjusted, the member may not

receive his/her planning time for that day. The administration should make reasonable efforts to insure that the same planning time is not impacted each time.

- B. The daily planning period for teachers in grades K-6 shall be a minimum of thirty-five (35) minutes and the total plan time for the week shall be a minimum of two hundred (200) minutes.
- C. In addition, twenty-five (25) minutes shall be provided at the start of the workday, including but not limited to, teacher collaborating, office hours, teaming, staff development, tutoring, computer grade reporting, parent conferences, faculty meetings and/or any other duties assigned by the administration. The administration shall schedule at least one (1) day a week during this time for grade and/or subject area meetings.

- 5.0702 Administrators may assign students to the computer lab without teacher supervision if there is other appropriate supervision available. However, there may be times due to extenuating circumstances that teachers are required to remain with their classes in computer lab.
- 5.0703 Before preparing the schedules for each new school year administrators shall seek input from teachers about the schedule to insure that continuous daily plan time for each teacher is built into the schedule.
- 5.0704 Teachers at the high school will be assigned no more than three (3) teacher preparations per day unless additional preparations are required to provide teachers for unassigned course offerings.

5.08 FAIR AND EQUITABLE PLAN TIME

- 5.0801 When the principals and Superintendent meet to discuss elementary (K-6) staffing needs for the following year, special consideration will be given to the need for and use of special area teachers as it pertains to projected building enrollments. An effort will be made to equalize the teaching loads of the special area teachers and still provide discrete planning time for the regular classroom teachers.
- 5.0802 When the special teacher assignments are made, the principals of each building will work with teaching staff representatives to create a schedule that includes planning time for every teacher every day whenever possible.

5.09 PARENT-TEACHER CONFERENCES

- 5.0901 Parent/teacher conferences may be scheduled each semester and shall be held after the teacher workday. The total time for both conference days each semester shall not exceed one (1) teacher workday. Each parent/teacher conference evening session shall count as one-half (1/2) contract day.
- 5.0902 Problems resulting from staff members being assigned to more than one building shall be resolved with the individual building principals.

- 5.0903 Parent/teacher conference dates shall be established with a concern for staff members who have children in the school district, in order that they may be able to attend conferences for their children.
- 5.0904 Kindergarten teachers who teach split sessions shall be given one-half (1/2) additional day in the fall and one-half (1/2) additional day in the spring to conference with parents.

5.10 GOALS FOR CLASS SIZE

- 5.1001 The Board may adopt goals for student/teacher ratios within the various grades and/or classes provided by the Board for its students. The Labor Management Committee shall review the previous year's goals and submit written recommendations for the next following year. Said recommendations shall be made to the Board not later than its first meeting in June prior to the next following school year.
- 5.1002 In the event class sizes exceed Board goals on a consistent basis at any given level, the Association may submit its issue with class size to the Federal Mediation and Conciliation Service (FMCS). The results of any conciliation will be advisory upon the Board.

5.11 PERSONNEL FILE

- 5.1101 A. A personnel file on each member shall be maintained at the Superintendent's office. This shall be the official file concerning each member and shall contain all of the documentation which is being maintained by the Board with regard to that teacher or a reference to where the material may be found.
- B. However, portions or copies of the contents of the file may be maintained in other locations. For example, by way of illustration but not limitation, copies of evaluations and observations may be maintained by the principal for his/her use in the building level.
- C. If portions of the file are located elsewhere, a record will be maintained in the file indicating where those records are being maintained.
- 5.1102 All material placed in the personnel file of a member shall include a dated stamp of the date the item was placed in the file.
- A. All evaluations and derogatory information will be shown to the employee before it is placed in the file.
- B. The employee will be given the opportunity to initial the material. The employee's initialing of the material does not constitute agreement with its content.
- C. The member shall be given a copy of the initialed document at the time it is initialed.
- D. If the member chooses not to initial the document, he/she shall also be given a copy of the document if requested and it shall be placed in the file.

- 5.1103 Anonymous written complaints will not be placed in the teacher's personnel file.
- 5.1104 A member may submit letters of merit which shall be placed in his/her personnel file.
- 5.1105 Documents may be removed from the employee's personnel file in accordance with Section 1347 of the Ohio Revised Code..
- 5.1106 A member will be entitled to a copy of any material in his/her file, except pre-employment information, upon the payment of a reasonable copying charge.
- 5.1107 Any person reviewing the file other than the Superintendent, Assistant Superintendent, Treasurer or their secretaries fulfilling clerical functions shall sign a notice indicating he/she has reviewed the file and such notice shall remain as a part of the file.
- 5.1108 The rules governing the personnel files as outlined in this Article shall be supplemental to and in addition to Section 1347 of the Ohio Revised Code.

5.12 COMPLAINT PROCEDURE

- 5.1201 Prior to placing a written complaint in a teacher's file, the teacher shall be provided a copy of the written complaint.
- 5.1202 If the written complaint is in the form of an adverse letter from a member of the public, the teacher shall be notified of the adverse letter and given a reasonable time, not to exceed twenty (20) calendar days, to respond to the letter.
- 5.1203 In any event, the teacher shall be permitted to attach a rebuttal to any complaint or adverse letter in accordance with the personnel file provisions of this Agreement.
- 5.1204 Anonymous written complaints will not be placed in the teacher's personnel file.

5.13 ADMINISTRATIVE ABSENCE

In the event there will not be an administrator in the building during a portion of the student school day, the building secretary will be notified of the name of the individual in charge of the building during the principal's absence and where the person in charge can be contacted in the event of an emergency.

5.14 MENTOR PROGRAM

A mentor program shall be made available to new employees. Mentors will be compensated at the rate of two hundred dollars (\$200.00) per year.

5.15 SMOKING

No member shall use tobacco products inside any building or vehicle owned or operated by the District nor at any function in any location which is sponsored by the school district.

5.16 **DISCIPLINE**

- 5.1601 In the event it becomes necessary to reprimand or otherwise discipline a member of the bargaining unit, the principles of progressive discipline will be followed. This is, the member will first be orally warned for an offense before receiving a written reprimand for the same offense, and must have received a written reprimand for an offense before being subject to suspension for the same offense.
- 5.1602 In accordance with the progressive discipline procedure described above, the Superintendent may suspend a member for conduct for which the member has been previously orally warned and reprimanded in writing. Additionally, a member may be suspended by the Superintendent for conduct which is deemed to be of such a serious nature as to make the progressive discipline procedure inappropriate. In all events, a suspension without pay imposed under the provisions of this Article shall not exceed five (5) school days.
- 5.1603 A written reprimand shall be removed from a member's personnel file two (2) years after the date it was issued, provided the member has not been subject to further disciplinary action during the two (2) year period.
- 5.1604 A hearing shall be held prior to any disciplinary action being taken. The member may be represented by a representative of his/her choice during any step involved in this procedure. The hearing prior to suspension shall take place no sooner than forty-eight (48) hours after the member has been notified of the hearing.
- 5.1605 The Board of Education policy on rule of conduct/discipline shall be distributed to bargaining unit members annually on the first day of school as a guideline for professional behavior.

5.17 **REDUCTION IN FORCE**

5.1701 Authority to Institute Reduction in Force

The Board may reduce the number of bargaining unit positions for reasons including:

- A. Decline in student enrollment over any given period of time on a District, building or program level.
- B. Return to duty of certificated/licensed personnel after leaves of absence.
- C. Suspension of schools or territorial changes affecting the District.
- D. Lack of sufficient operating funds.

5.1702 If staff reduction is necessary for any of the above reasons, the reduction shall be made as follows:

- A. To the extent possible, the number of members affected by a reduction in force will be minimized by not employing replacements for members who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Reduction needed beyond the number resulting from attrition will be accomplished by suspending contracts then in effect. Those contracts to be suspended shall be chosen as follows:

- (1) All tenured and non-tenured staff in the bargaining unit will be placed on seniority lists in each teaching field for which they are certified/licensed. Seniority shall be defined as the length of continuous service in the District, provided, however, that seniority will not be interrupted by authorized paid or unpaid leaves of absence.
- (2) Reductions in any area of certification/licensure will be made from the bottom of the seniority list for that area of certification/licensure. Reductions will be made from the non-tenured list before proceeding to the tenured list. A member affected may elect to displace the least senior member in another area of certification/licensure if he/she currently holds the required certification/licensure, and agrees to enroll, no later than during the first semester of the school year, in a refresher course in the involved subject area.
- (3) Bargaining unit members whose contracts are suspended as a result of a reduction will be placed on a recall list for up to thirty-six (36) months from the date of the reduction. Those on the recall list shall have the following rights:
 - a. No new teachers will be employed by the Board while there are members on the recall list who are certified/licensed and qualified for the vacancy.
 - b. Staff members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certified/licensed.
 - c. If a vacancy occurs, the Board will notify the most senior member on the recall list. It is the staff member's responsibility to keep the Board informed of his/her current address. Staff members are required to respond in writing to the notice of vacancy within five (5) calendar days. Any staff member who fails to respond to the notice of vacancy shall be removed from the recall list.

5.1703 Notification of Reduction

- A. When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension of contracts to the Association thirty (30) days prior to the Board action to reduce staff. Each member reduced shall be given written notice of such reduction.
- B. A list shall be prepared and kept updated ranking all tenured teachers in the District by seniority, giving areas of certification/licensure and present teaching and building assignment; then all non-tenured teachers in the District by seniority, giving areas of certification/licensure, and present teaching and building assignment. The Association shall receive a copy of the District's seniority list upon request.

5.1704 The provisions of this Article supersede the provisions of Section 3319.17 R.C.

5.18 PROFESSIONAL STAFF DRESS AND GROOMING

In the interest of establishing a professional image of our staff to promote good grooming among students and to ensure an environment conducive to learning and maintaining decorum of the classroom, professional staff members are expected to use good judgment and to be groomed in accordance with generally accepted professional practices.

5.19 MULTIPLE CERTIFICATION

- 5.1901 Teachers commencing employment with the school district in the 2002-2003 school year, and thereafter, shall as a condition of employment, maintain all certificates/licenses, and shall be required to renew all certificates/licenses in effect at the time of the teacher's initial hire date.
- 5.1902 The teacher shall be responsible for paying all fees associated with the renewal of the certificate/license of the teacher's current assignment. The Board will pay all state fees for renewal of certificates/licenses in areas other than the teacher's current teaching assignment. The teacher shall pay the fees initially, and the Board shall reimburse the teacher for fees at the beginning of the next school year.
- 5.1903 However, the Board, at its own discretion, may determine whether any additional certificate/license should not be maintained. In this event, a teacher may renew any certificate/license that the Board does not want maintained, but shall pay all costs for the renewal.
- 5.1904 Certificates/licenses acquired after the initial hire are exempt from this provision.

ARTICLE 6:
LEAVES OF ABSENCE

6.01 SICK LEAVE

- 6.0101 Sick leave (days absent with pay) will be granted to teachers and to other employees (including part time employees) for days absent due to illness, injury, exposure to contagious diseases which could be communicated to other employees, pregnancy, after birth of a baby if a physician certifies that the employee is physically unable to perform duties, and other situations pertaining to the physical health and well-being of the employee. Sick leave will be granted for illness or death in the employee's immediate family.
 - A. In the event of illness to a member of a family other than the employee, immediate family is interpreted to include parents, spouse, child, or persons who are making their home in the employee's immediate household.
 - B. In the event of death, immediate family is interpreted to include parents, sibling, spouse, child, in-laws, grandparents, grandchild, aunt, uncle, niece, nephew, and persons who are making their home in the employee's immediate household.

C. Up to three (3) sick days may be taken for the death of an employee's grandparent or grandchild. One (1) sick day may be taken for the death of an employee's aunt, uncle, niece, or nephew.

- 6.0102 For each completed month of service, each full-time and part-time teacher of the District will be entitled to sick leave of one and one-fourth (1-1/4) day with pay, and in addition is entitled to one and one-fourth (1-1/4) day with pay for each of the months of June, July and August, during which time the New Richmond Schools are not in session. Unused sick leave shall be cumulative up to two hundred sixty (260) days for each year of the contract. The accumulated amounts over two hundred thirty (230) days shall be for sick leave purposes only. A teacher transferring from another school system in Ohio will be credited with the unused balance of his/her accumulated sick leave. This provision is intended to supersede the conflicting provisions of Ohio Revised Code section 3319.141.
- 6.0103 The Superintendent reserves the right to request a teacher to furnish a physician's statement confirming his/her reason for absence when claiming sick leave in the event there is some question as to whether or not sick leave benefits are justified.
- 6.0104 If a member of the bargaining unit has exhausted his/her sick leave accumulation and has a long-term illness or a long-term illness involving his/her spouse, children or other family members residing in his/her household that requires his/her absence from work, the District may advance the employee additional sick leave based upon the recommendation of the Superintendent. The employee shall repay the District for the days advanced upon return from leave as days are accumulated under Section 6.0102 until the number of days advanced are repaid in full. If the member leaves the employ of the Board prior to paying back the total number of days of sick leave advanced, the amount due the Board by the employee shall be paid to the Board from the remaining salary due to the employee at the time of his/her termination of employment. No additional advancement under this Section shall be made during the payback period nor is this advancement available if a member is permanently disabled.
- 6.0105 If a teacher's sick leave becomes exhausted, upon written request, a teacher shall be placed on a medical leave without pay in accordance with Section 6.07.

6.02 CHILD CARE LEAVE

- 6.0201 A member who wishes to remain home with a newly-born infant or newly adopted child shall file a request for unpaid child care leave with the Superintendent thirty (30) days prior to initiating said leave.
- 6.0202 The Board shall grant an unpaid child care leave for the remainder of the school year or through the end of the subsequent school year as requested by the member.
- 6.0203 Child care leave shall not extend a member's contract past its term or prevent the nonrenewal of a member's limited contract.
- 6.0204 A teacher returning from child care leave shall be assigned to a position within his/her area of certification.

6.03 FAMILY AND MEDICAL LEAVE

It is understood that the Family and Medical Leave Act (PL-103) applies to eligible members of the bargaining unit. Family and Medical Leave shall be unpaid unless it involves a serious health condition which would otherwise be covered by sick leave. For more information on eligibility under the FMLA see www.dol.gov/esa/whd/fmla. A year shall be defined as the twelve (12) month period of time from the last usage of this leave under FMLA by the member.

6.04 PERSONAL LEAVE

- 6.0401 Teachers shall be provided two (2) unrestricted personal leave days per school year in accordance with the following provisions, except as provided herein. A maximum of twenty percent (20%) of the teachers in any one building may be on personal leave on the same school day.
- 6.0402 On the day before or after a holiday, Christmas or Spring Break, or during the months of May and June, only five percent (5%) of the teachers in any one building may be on personal leave on the same school day. For personal leave on these days, the leave shall be granted on a first come, first approved basis.
- 6.0403 Personal leave may not be used in lieu of sick leave or to extend professional leave.
- 6.0402 Each teacher requesting personal leave shall submit a personal leave request to the building principal at least five (5) school days prior to the time personal leave is desired; however, in an emergency situation, this five (5) day limitation shall be waived. The Superintendent shall then approve or disapprove the leave request.
- 6.0403 If the maximum number of teachers are on personal leave in any one building on any one day and an emergency occurs requiring the use of personal leave and if approved by the Superintendent, personal leave will be granted.
- 6.0404 Unused personal leave days may be rolled into the accumulated unused sick leave to the maximum accumulation of the employee.

6.05 SABBATICAL LEAVE

- 6.0501 The policy of granting sabbatical leaves of absence should be for the purpose of promoting the more efficient conduct of the public schools.
- 6.0502 In no case, therefore, should an application for such leave be recommended by the Superintendent or approved by the Board unless, in their considered judgment, the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.
- 6.0503 A one (1) year leave of absence for professional improvement through study may be granted to members of the instructional staff of the New Richmond Exempted Village School District, subject to the approval of the Superintendent and the Board, and subject to the conditions set forth in the following paragraphs:

- A. Each teacher on sabbatical leave shall receive the difference between the salary he/she would otherwise receive during the period of the sabbatical leave and the sum being paid for his/her substitute while on leave.
- B. Such leave shall be granted only to members of the instructional staff who have served for seven (7) years or longer in the public schools of the New Richmond Exempted Village School District.
- C. Any teacher who has received a leave of absence for one-half (1/2) year or more for reasons other than illness shall not receive a sabbatical leave until seven (7) years have elapsed since the granting of his/her latest leave.
- D. Each eligible staff member desiring sabbatical leave must submit an application for approval of activities for professional improvement, specifying the reasons for which the leave is requested. Before beginning the sabbatical leave, he/she shall enter into a contract to return to active service in the New Richmond Exempted Village School District for a period of at least two (2) years after the expiration of the leave of absence.
- E. In the event that a teacher fails or refuses to return to regular service in the New Richmond Exempted Village School District, all salary paid to him/her for the sabbatical leave shall be immediately due and payable to the New Richmond Exempted Village School District Board of Education. Any teacher will be relieved from such payment if his/her failure to complete two (2) years is due to illness, disability, or if he/she is discharged from his/her position by the Board.
- F. An application for a sabbatical leave of absence must be endorsed by the principal of the school to which the applicant is assigned; approved by the Superintendent; and must be filed on or before the first of January if it is to become effective in September. No leave can become effective at any other time of the year.
- G. The Superintendent, at his/her discretion, may, at any time, require that a teacher on sabbatical leave file reports concerning the manner in which his/her leave is being used.
- H. There shall be no more than two (2) sabbatical leaves granted in any one school year, and no more than one from any one school.

6.06

JURY DUTY

- 6.0601 The Board shall grant a teacher leave with full pay to serve on jury duty on a day the teacher is under contract to work.
- 6.0602 A teacher serving on jury duty on a scheduled workday shall be paid his/her full salary for each day served.

6.07 **LEAVE OF ABSENCE WITHOUT PAY**

- 6.0701 Upon request of a teacher, the Board may grant a leave of absence without pay for a period of no more than two (2) consecutive school years for educational or professional or other purposes, and shall grant said leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board.
- 6.0702 The request shall state the reason for the required leave, the date the leave is to begin and the date the leave is to end.
- 6.0703 A teacher may be required by the Board to provide adequate medical documentation if the reason for the leave request is illness or other disability.
- 6.0704 Persons returning from leave of absence are subject to assignment by the Superintendent to a position within their area of certification.
- 6.0705 The granting of a leave of absence shall not extend a limited contract past its term. A member who was on leave granted under any provision of this Section and who has not been evaluated pursuant to Article 7 of this Agreement because of his/her long-term absence and whose contract is under consideration for renewal/non-renewal, shall, if renewed, be restricted to the receipt of a one (1) year limited contract notwithstanding the provisions of Section 5.02 of this Agreement or the provisions of Sections 3319.11 and 3319.111.
- 6.0706 The individual on leave shall advise the Superintendent in writing no later than April 1 of his/her intention to return to regular assignment the following school year. Should this written notification not be forwarded by this stated date, all obligations between the teacher and the Board shall be terminated as of April 2 of the year at issue.
- 6.0707 The Board shall continue to carry on payroll records, teachers who are on leave pursuant to this provision for the purpose of group term life, hospitalization, or major medical insurance. The teacher on leave wishing to continue said coverage while on leave shall pay the full cost of said insurance premiums through the leave term. Payment to the Board Treasurer shall be made thirty (30) days in advance of the premium due date.

ARTICLE 7:
TEACHER EVALUATION, NONRENEWAL & TERMINATION

7.01 **TEACHER EVALUATIONS**

7.0101 **Evaluation Procedures**

- A. All teacher evaluations, including the evaluations of limited contract teachers whose contracts are up for renewal, shall be conducted in accordance with the Board adopted evaluation procedure and instrument.

- B. If a teacher up for contract renewal is absent and unavailable to be observed and/or evaluated in accordance with the timelines required by the evaluation procedure, these timelines shall be extended through the end of the school year and the remaining observations/evaluations shall be conducted when the teacher returns to work during the remainder of the school year.
- C. If the teacher does not return to work during the remainder of the school year and is unavailable to be observed/evaluated, the Board shall decide to renew or nonrenew the teacher utilizing the observations/evaluations which were completed prior to the teacher's absence as well as evaluations/observations from prior years if available.
- D. The evaluation procedures contained in the evaluation procedure and the provisions of this Article shall replace and be substituted for the evaluation procedures and timelines contained in 3319.11 and 3319.111 of the Ohio Revised Code, and it is agreed that the Board-adopted evaluation procedure and instrument shall supersede and replace the procedure set forth in 3319.11 and 3319.111 of the Ohio Revised Code.

7.0102 Changes in Evaluation Procedures

- A. Prior to making a change in the evaluation procedure, an advisory committee shall be formed to consider the suggested changes.
 - (1) The committee shall be comprised of four (4) employees of the Board appointed by the Association President and four (4) persons who are employees or Board members appointed by the Board.
 - (2) The members of the committee shall be appointed within five (5) days of a request to form a committee.
 - (3) The chairperson of the committee shall be appointed by the Board and be a Board committee appointee.
 - (4) The committee shall have ninety (90) days to make its recommendation in writing to the Superintendent.
- B. When the Superintendent makes his/her recommendation to the Board on these changes, the Board shall allow the committee an opportunity to address the Board and present its views to the Board if the Superintendent's recommendations are contrary to the committee recommendations.
- C. The Board may take action on evaluation changes upon receipt of the committee report or ninety (90) days after formation of the committee, whichever is sooner. The Board's action shall be final.

7.0103 In the event the procedural aspects of the evaluation process are violated, any teacher shall have the right to grieve the procedural violation only.

7.0104 Evaluation of a member assigned to more than one building shall be the responsibility of the principal/assistant principal of the member's home school.

7.02 NONRENEWAL OF LIMITED CONTRACT

- 7.0201 A teacher whose regular limited contract is nonrenewed shall be entitled to exercise the appeal process contained in 3319.11 of the Ohio Revised Code. The teacher recommended for nonrenewal shall have the right to present to the Board any evidence regarding teacher performance.
- 7.0202 In the event the timelines for observing/evaluating a teacher up for renewal are extended until the end of the school year pursuant to Section 7.0101 of this Contract, the Board shall have until June 30 to nonrenew that teacher.
- 7.0203 To the extent this provision is in conflict with 3319.11 of the Ohio Revised Code, it shall supersede and replace that portion of 3319.11 of the Ohio Revised Code in which it conflicts.

7.03 CONTRACT TERMINATION

A regular limited contract during its term and a continuing contract shall be terminated in accordance with 3319.16 and 3319.161 of the Ohio Revised Code.

**ARTICLE 8:
PROFESSIONAL DEVELOPMENT PROGRAM**

The Board recognizes the need for all administrators, counselors, classroom teachers and educational support personnel to maintain a high level of competency within their professional responsibility. To this end, the Board agrees to support additional course work under the following provisions:

- 8.01** Reimbursement of one hundred dollars (\$100.00) per semester hour or seventy-five dollars (\$75.00) per quarter hour shall be paid by the Board to staff members who successfully complete (B average or "pass" in a course graded on a pass/fail basis) additional training to a maximum of a collective total of nine (9) semester hours or twelve (12) quarter hours earned within a fiscal year. The amount paid pursuant to this paragraph shall not exceed the total expenditure established by the Board for this purpose for the fiscal year.
- 8.02** Prior approval from the Superintendent's office must be obtained before the staff member enrolls in the desired academic course.
- 8.0201 Requests must be submitted at least four (4) days prior to the final registration date of said course.
- 8.0202 Only course offerings from a four (4) year accredited college or university or extension thereof will be approved. Accreditation must be through one of the six regional accreditation agencies, the American Council of Education or National Program of Non-Collegiate Sponsored instructions.

8.0203 Only a course or courses related to education or teaching assignment may be approved by the Superintendent or his/her designee.

8.0204 All requests must be submitted on the appropriate form.

8.03 Reimbursement shall be made within thirty (30) days following the submission of evidence of successful completion to the office of the Superintendent, except for second semester, third quarter and summer session classes. Documentation for reimbursement must be filed with the Superintendent's office within a year from the approval of the coursework in order to be reimbursed.

8.04 Reimbursement for credits earned during the second semester, third quarter and summer sessions are contingent upon the staff member returning for another year of service.

8.05 Reimbursement shall be suspended and frozen for the three (3) years of the Contract.

8.06 **PROFESSIONAL DEVELOPMENT INPUT**

8.0601 The Board and the Association believe that they should work cooperatively with each other to increase student learning through greater staff development. To that end, the parties will work cooperatively through the Education Task Force, whose mission shall be to provide recommendations to the Superintendent to achieve that goal.

8.0602 The task force will consist of one representative from each building appointed by the Association. The Task Force will generate a master list of education and professional development materials currently available in the school district. After compiling those items, the Task Force will develop and conduct a needs assessment, which will include, but not be limited to, better use of the common plan time, setting dates for grade level and department level meetings each semester, grade band meetings, vertical alignment and gathering input from staff for planning and district-wide professional development.

8.0603 Upon reviewing all of the information, the Task Force will make a recommendation to the Superintendent.

ARTICLE 9
COMPENSATION & FRINGE BENEFITS

9.01 **BASE SALARIES & INDEX**

9.0101 Effective July 1, 2011 and for the duration of the contract the Board shall implement the salary schedule attached hereto and designated Appendix A. Step movement is frozen on the salary schedule for the three (3) years of the contract. Column movement is not frozen during the three (3) year contract.

9.02 REQUIREMENTS FOR MA+15 AND MA+30 COLUMNS

- 9.0201 Any employee who wishes to be placed on the MA+15 or MA+30 columns must have taken the additional hours after the date of issuance of the master's degree, whether they be graduate or undergraduate hours.
- 9.0202 A maximum of three (3) hours of credit per calendar year can be earned towards placement on the MA+15 and MA+30 columns through correspondence/taped courses. Employees who have already earned credit through such courses shall be granted credit for pre-approved courses.
- 9.0203 To be counted for placement on the MA+15 and/or MA+30 columns, hours beyond the master's degree must be in the following:
- A. Individual's present teaching assignment.
 - B. Within a teaching area for which the teacher is currently certificated.
 - C. Teaching methods.
 - D. Classroom management.
 - E. Curriculum development.
- 9.0204 Hours not included in the preceding paragraph must be approved in advance by the Superintendent if said hours are to be counted for placement on the MA+15 or MA+30 columns on the existing salary schedule.
- 9.0205 Adjustments on salary schedules will take place only if hours (as verified by official transcripts) are submitted to the Board Treasurer by September 15 of any school year.

9.03 SUPPLEMENTAL SALARY AND SUPPLEMENTAL REVIEW PROCESS

- 9.0301 The supplemental salary schedule attached hereto and designated as "Appendix B" shall be implemented by the Board for the duration of the contract.
- 9.0302 Supplemental pay which is seasonal will be paid by separate checks in two (2) installments with one-half (½) being paid mid-point of the season in the payroll period following the mid-point of the season and one-half (½) in the payroll period following completion of the season. Supplemental pay for non-seasonal positions shall be paid in eighteen (18) installments.
- 9.0303 A. A supplemental committee shall be established to collect data during the three (3) years of the contract relating to supplemental positions within the school district. The committee shall consist of at least one administrator appointed by the Superintendent, the athletic director, representatives from a high school and middle school sport, an elementary non-sport and a high school non-sport, all of which will be appointed by the Association.
- B. The committee shall have an objective procedure for considering all facets of an extracurricular position, including, but not limited to, duration (number of weeks), time spent (both during teacher day and after teacher day), weekend activities, holiday and vacation activities, planning, number of students

involved, number of staff members involved, finances, safety and health, attendance at events, pressure for results and number of events/performances.

- C. The resulting process should be as straightforward and clear-cut as possible and amendable to justification in terms of the recommended category for any changes in pay level.
- D. The committee shall provide a written report and recommendations to the Superintendent by August 1 of each year. The Board of Education will consider recommendations and, if implemented, the implementation will take place for the 2013-2014 school year.

9.0304 Additional pay may be established for newly created academic or extracurricular duties which extend beyond the normal teaching assignment. The salary for said positions shall be an issue for bargaining during the next contract.

9.04 HEALTH INSURANCE

9.0401 Health, Prescription Drug & Dental

The Board shall continue to provide the health, prescription drug and dental insurance coverage available through the Clermont County Health Consortium or equivalent coverage.

- A. The Board shall pay for full-time employees ninety percent (90%) of the premium cost for said benefits with the employee contribution ten percent (10%) toward the premium cost for said benefits. The employee contribution shall be paid on a twenty-four (24) pay contribution/deduction schedule. New hires after July 1, 2008 shall not be offered the HMO plan.
- B. Teachers contracted to work at least fifty percent (50%) of the regular workday and regular work year for teachers will receive health insurance/major medical, prescription drug insurance and dental insurance with the Board contributing an amount equal to the proportion of time worked by the employee in the part-time position. For example, an employee who works fifty percent (50%) of the regular employee contract year shall receive a Board contribution toward benefits of fifty percent (50%).
- C. If a husband and wife are both employed by the Board or by a school district within the consortium, the Board shall be obligated to provide only one (1) family health insurance plan/major medical plan or two (2) single plans at one hundred percent (100%) contribution.
- D. The Board shall be obligated to provide only one (1) dental plan to a family where both a husband and wife are employed by the Board except that those families currently receiving two (2) dental plans where the husband and wife are both employed by the Board or within the consortium shall continue to do so.
- E. Employees hired after September 1, 1993 can enroll in either plan and will have a prescription drug card should they so choose.

9.0402 Payment in Lieu of Health Insurance

Teachers electing to discontinue hospitalization/surgical or dental insurance through the Board provided carriers, and who are not receiving any portion of their benefits paid by the Board, will be paid a monthly bonus for doing so at the following rates:

	<u>Family Plan</u>	<u>Single Plan</u>
Hosp/Surg/MM	\$ 90	\$40
Dental	<u>10</u>	<u>10</u>
TOTAL	\$100/month	\$50/month

9.0403 Section 125

The Board shall offer a Section 125 plan for the sole purpose of tax relief for the employees' contributions toward insurance benefits.

9.05 LIFE INSURANCE

The Board shall provide each member of the bargaining unit thirty-seven thousand five hundred dollars (\$37,500.00) life insurance and pay one hundred percent (100%) of the premium.

9.06 SEVERANCE PAY

Upon retirement from the District and if eligible to receive benefits from the State Teachers Retirement System at the time of retirement from the District, a member shall be granted severance pay in an amount equal to one-fourth (1/4) of his/her accumulated but unused sick leave to a maximum of fifty (50) days.

9.07 SUPER SEVERANCE PAY

9.0701 In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire through the State Teachers Retirement System, he/she shall receive a lump sum payment of fifty percent (50%) of his/her accumulated but unused sick leave to a maximum of two hundred thirty (230) days. Payment of such severance shall be at the employee's daily rate of pay at the time of retirement. Eligible employees must notify the Board between April 1 and April 10 in order to receive the superseverance benefit. If April 10 falls during Spring break, the deadline shall be extended to the next regular business day. Any employee who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the State Teachers Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled to only severance pay pursuant to Section 9.06 of this Contract upon retirement. An employee who has not provided the aforementioned notice by April 10 shall still be eligible to receive superseverance provided that the employee notifies the Board on or before June 1 of employee's resignation, and provided there has been the occurrence of a catastrophic event. A catastrophic event shall be defined as the death of a spouse or minor child, and/or the terminal illness and/or serious long-term health condition of the employee, spouse or minor child.

9.0702 Payment pursuant to this provision shall be made in two (2) equal installments as follows:

- A. The first payment shall be made within fifteen (15) days of the Board Treasurer's receipt of written confirmation from STRS that the employee is retired and receiving STRS benefits.
- B. The second payment shall be made the following January.

9.08 SUBSTITUTE PAY FOR PLANNING TIME

If a teacher is required to give up his/her planning time to substitute for an absent teacher, then in that event, the teacher giving up his/her planning time shall be compensated at the rate of one-seventh (1/7) of the substitute pay rate.

9.09 MILEAGE REIMBURSEMENT

9.0901 Bargaining unit members whose regular contractual assignment is in more than one building within the District shall be compensated for the mileage driven between the assigned buildings to perform his/her regular contractual duties.

9.0902 Payment shall be made at the IRS rate of reimbursement for that year.

9.0903 Teachers eligible for mileage reimbursement shall turn in a written request for same setting forth the miles driven by day with said report due in the Board Treasurer's office on the last workday of the month.

9.0904 The Board Treasurer shall provide reimbursement by the thirtieth (30th) day of the month following receipt of a properly completed mileage reimbursement request.

9.10 ATTENDANCE BY CHILDREN OF TEACHERS

Children of staff members shall be enrolled through open enrollment in accordance with the open enrollment policy adopted by the Board of Education. Priority shall be given to employee's child(ren). If the Board rescinds that policy, or the child(ren) reside outside the State of Ohio, child(ren) of teachers shall be entitled to attend the New Richmond Schools tuition free provided the teacher files an application with the Superintendent by August 1 preceding each school year indicating that the teacher wishes his/her child(ren) to attend New Richmond Schools, the child(ren) has not been convicted of offenses listed in the Board-adopted open enrollment policy, has not been suspended or expelled from school for at least ten (10) consecutive days in the previous semester or immediately preceding semester, the services required for the child(ren) are currently offered by the Board of Education in the buildings of the Board of Education and the Superintendent determines that there is space available for the teacher's child to attend the New Richmond Schools.

9.11 STRS RETIREMENT SYSTEM PICK-UP

- 9.1101 The Board shall continue to designate each employee's mandatory contribution to the State Teachers Retirement System as "picked up" by the Board, although they shall continue to be designated as employee contributions.
- 9.1102 The amount of the employee's income reported by the Board is subject to federal and state income tax, and shall be the employee's total gross income reduced by the percentage amount of the employee's mandatory retirement system contribution made by the Board.
- 9.1103 No employee's total salary shall be increased by such "pick-up" nor shall the Board's total contribution to the retirement system be increased thereby.
- 9.1104 There shall be no increased cost to the Board except incidental administrative expenses necessary to implement this program.
- 9.1105 In the event that a majority of the members of the employees bargaining unit no longer desire this "pick-up" plan or if there is an adverse determination from any governmental unit (including the Internal Revenue Service), effecting the qualifying status of this plan, this "pick-up" provision shall be null and void.
- 9.1106 Members of the bargaining unit acknowledge that the Board is in no way liable to them as a result of the implementation of this program at their request and that they shall assume any liability as the result of an adverse ruling by the Internal Revenue Service.

9.12 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 9.1201 Teacher members of the Local Professional Development Committee (LPDC) shall be paid twenty dollars (\$20.00) an hour (six hundred fifty dollars [\$650.00] maximum per person) for training and committee work performed outside the regular workday or work year. Upon submission of a timesheet, LPDC compensation shall be paid with the next regularly scheduled pay. Any summer work will be paid in the same manner.
- 9.1202 The total fund available for the three teachers serving on the committee is one thousand nine hundred fifty dollars (\$1,950.00). If money is available in the fund, application may be made to the Board for payment for additional hours spent beyond the six hundred fifty dollars (\$650.00) cap.

9.13 REHIRING OF RETIRED TEACHERS

- 9.1301 Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the New Richmond Exempted Village School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the New Richmond District or not, will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.

- 9.1302 The salary to be paid to the retired teacher shall be based on the appropriate placement on the existing teacher salary schedule training column with no less than five (5) years experience. Retired teachers hired under this provision may progress on a yearly basis to a maximum of ten (10) years experience. The Board maintains the option to place qualified retired teachers at a higher level on the salary schedule. If this option is exercised the retired teacher may not progress on the salary schedule. To the extent this provision shall be in conflict with Chapter 3317 of the ORC, this subparagraph shall supersede and replace those sections of law which it is in conflict.
- 9.1303 Individuals employed pursuant to this shall not receive any health, dental, and vision benefits. Fifty dollars (\$50.00) per month of STRS insurance payments will be provided for nine (9) months based upon full time equivalency of one. Retired teachers shall not receive any life insurance or severance benefits.
- 9.1304 Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.
- 9.1305 Each one (1) year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to not re-employ the employee pursuant to 3319.11, ORC, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. Teachers employed pursuant to this provision may not post for vacancies, maintain bumping rights, have no seniority rights over any other teacher, and are not required to participate in the evaluation process. Teachers hired pursuant to this provision are not entitled to any severance benefits or retirement incentive benefits.
- 9.1306 Teachers employed pursuant to this provision shall start each contractual year with a zero (0) sick leave balance but shall earn sick leave during the contractual year at the same rate as other members of the bargaining unit.
- 9.1307 Retired teachers currently employed by the District will maintain their current salary schedule, contractual status and benefits.
- 9.1308 All of the terms and conditions of employment set forth in the preceding subsections shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including but not limited to, Sections 3319.11, 3319.111, 3319.12, 3319.17, Chapter 3307, 3313.202, 3319.081, 3319.141, 3317.13, 3317.14.

**ARTICLE 10:
CONCLUSION**

10.01 REOPENER

At the request of either party made after February 1, 2014, negotiations shall reopen for a successor agreement.

10.02 DURATION OF CONTRACT

This Contract shall expire on June 30, 2014 unless otherwise extended.

10.03 MISCELLANEOUS

10.0301 During the term of this Agreement, the Board shall not establish any rules, regulations and/or policies which directly contravene any of the negotiated terms and conditions set forth herein unless required by a federal or state statute or law now existing or hereafter adopted or decided.

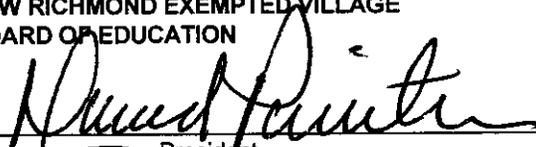
10.0302 If any provisions of this Agreement or any application of this Agreement is found to be contrary to law, then only that provision or application shall be considered invalid to the extent it is contrary to law, but all other provisions herein shall continue in full force and effect unless the essence of this has been destroyed by the finding that such provision or application is contrary to law. Any such provision or application which is found contrary to law and is thus invalidated may, upon written request, be the subject of further negotiations between the Association and the Board at the next date negotiations shall occur hereunder.

10.0303 This Agreement expresses the entire and complete agreement between the Board and the Association and it constitutes the complete and exclusive agreement governing the relationship of the parties and supersedes all prior understandings, agreements, and practices between the Board and the Association or the certificated teaching personnel covered by this Agreement, whether written or oral, express or implied, and may not be modified except in writing, signed by the parties hereto and during the full term of the Agreement neither the Board nor the Association may require the other party to negotiate on any subject covered or not covered by this Agreement except with respect to those issues which are negotiable in accordance with the reopener provisions of this Agreement.

IN WITNESS WHEREOF, the Board and the Association have caused this Agreement to be executed by their duly authorized representatives at New Richmond, Ohio, this 16th day of June, 2011.

NEW RICHMOND EXEMPTED VILLAGE
BOARD OF EDUCATION

By



President

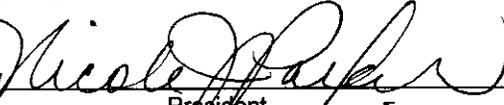
By



Treasurer

NEW RICHMOND EDUCATION ASSOCIATION/
OEA/NEA

By



President

By



Secretary

RLB/de
05/23/11:de

APPENDIX A

**NEW RICHMOND EXEMPTED VILLAGE SCHOOL DISTRICT
 TEACHER SALARY SCHEDULE**

EFFECTIVE JULY 1, 2011 & JULY 1, 2012 & JULY 1, 2013

BASE = \$35,736

STEP	BA	BA+150	MA	MA+15	MA+30
0	35,736 1.0000	37,451 1.0480	38,988 1.0910	41,096 1.1500	42,883 1.2000
1	37,344 1.0450	39,167 1.0960	41,061 1.1490	43,366 1.2135	45,313 1.2680
2	38,952 1.0900	40,882 1.1440	43,133 1.2070	45,635 1.2770	47,743 1.3360
3	40,560 1.1350	42,597 1.1920	45,206 1.2650	47,904 1.3405	50,173 1.4040
4	42,204 1.1810	44,348 1.2410	47,314 1.3240	50,173 1.4040	52,603 1.4720
5	43,848 1.2270	46,099 1.2900	49,423 1.3830	52,443 1.4675	55,033 1.5400
6	45,492 1.2730	47,851 1.3390	51,531 1.4420	54,712 1.5310	57,463 1.6080
7	47,172 1.3200	49,637 1.3890	53,640 1.5010	56,981 1.5945	59,894 1.6760
8	48,851 1.3670	51,424 1.4390	55,748 1.5600	59,250 1.6580	62,324 1.7440
9	50,531 1.4140	53,211 1.4890	57,857 1.6190	61,520 1.7215	64,754 1.8120
10	52,246 1.4620	55,033 1.5400	59,965 1.6780	63,789 1.7850	67,184 1.8800
11	53,961 1.5100	56,856 1.5910	62,073 1.7370	66,058 1.8485	69,614 1.9480
12	55,677 1.5580	58,679 1.6420	64,182 1.7960	68,327 1.9120	72,044 2.0160
13	57,392 1.6060	60,501 1.6930	66,290 1.8550	70,596 1.9755	74,474 2.0840
14	59,107 1.6540	62,359 1.7450	68,399 1.9140	72,866 2.0390	76,904 2.1520
17	60,751 1.7000	64,218 1.7970	70,543 1.9740	75,135 2.1025	79,334 2.2200
22	62,359 1.7450	66,076 1.8490	72,687 2.0340	77,404 2.1660	81,764 2.2880

APPENDIX B

**NEW RICHMOND EXEMPTED VILLAGE SCHOOL DISTRICT
 SUPPLEMENTAL SALARIES**

AREA/POSITION	2011-2014 PAY LEVEL
ACADEMIC/ADMINISTRATIVE	
Activity Clerks - Guiding Level (5)	\$427.00 Stipend
Detention Monitor/Intervention Tutor	\$ 21.38/hour
District Art Show (6)	\$ 80.18 Stipend
Outdoor Education - 6 th Grade Supervisor	\$ 86.00 Stipend/Night
ATHLETIC	
Athletic Director - NRHS (1)	\$12,828
Athletic Director - NRMS (1)	\$ 5,346

LEVEL 12 - \$5,727

Head Coach – Varsity Boys & Girls Basketball (2)
 Head Coach – Varsity Football (1)

LEVEL 11 - \$5,044

Head Coach – Varsity Volleyball (1)
 Head Coach – Varsity Baseball (1)
 Head Coach – Varsity Softball (1)
 Head Coach – Varsity Wrestling (1)
 Head Coach – Varsity Boys & Girls Soccer (2)
 HS Drama Director (1)

LEVEL 10 - \$4,363

Head Coach – Varsity Boys & Girls Swimming (2)
 Head Coach – Varsity Boys & Girls Track (2)
 Assistant – HS Boys & Girls Basketball (2)
 Assistant Varsity Coach – Football (1)
 JV Football Coach (2)

LEVEL 9 - \$3,817

Head Coach – Cross Country (1)
 Varsity Cheerleading Advisor (1)
 Assistant Coach – HS Wrestling (1)
 Assistant Coach – Boys & Girls Soccer (2)
 Assistant Coach – Softball (1)
 Assistant Coach – HS Volleyball (1)
 Assistant Coach – HS Baseball (!)
 Freshman Coach – Football (2)
 Freshman Coach – Boys & Girls Basketball (2)
 HS Newspaper Advisor (1)
 HS Yearbook Advisor (1)

LEVEL 8 - \$3,273

Head Coach – Varsity Golf (1)
Head Coach – Varsity Boys & Girls Tennis (2)
Assistant Coach – HS Boys & Girls Track (1)
Coach – MS Basketball (4)
Coach – MS Wrestling (1)
Coach – MS Boys & Girls Track & Field (2)
HS Student Council Advisor (1)

LEVEL 7 - \$2,728

JV Cheerleading Advisor (1)
Coach - MS Football (2)
HS Marching Band Director (1)
HS Instrumental Music Director (1)
HS Vocal Music Director (1)

LEVEL 6 - \$2,182

HS Academic Team Advisor (1)
Head Coach - MS Swimming (1)
Head Coach - MS Volleyball (2)
Head Coach - MS Cross Country (1)
Assistant Coach - MS Football (2)
Assistant Director - HS Drama (1)
MS Vocal Music Director (1)
MS Instrumental Director (1)
Elementary Music Director (3)

LEVEL 5 - \$1,909

MS Cheerleading Advisor – Winter (1)
Assistant Coach – MS Boys & Girls Track & Field (1)

LEVEL 4 - \$1,636

Assistant Coach – MS Swimming (1)
Assistant Director – HS Marching Band (1)
Student Council Advisor – MS (1)
Prom Coordinator (1)

LEVEL 3 - \$1,226

MS Cheerleading Advisor – Fall (1)
HS Pep Band Director (1)
Senior Class Advisor (1)
Junior Class Advisor (1)
Sophomore Class Advisor (1)
Freshman Class Advisor (1)
MS Musical/Theater Director (1)
Elementary Student Council Advisor (3)

LEVEL 2 - \$818

National Honor Society Advisor (1)
Ecology Club Advisor (1)
S.A.D.D. Advisor (1)
Mock Trial Advisor (1)
MS Yearbook Advisor (1)
Elementary Yearbook Advisor (3)

LEVEL 1 - \$419

HS Theatrical Music Conductor (Orchestra) (1)



OHIO EDUCATION ASSOCIATION

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

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

June 23, 2011

Mary Laurent, Administrative Assistant
Bureau of Mediation
State Employment Relations Board
65 E. State St., Suite 1200
Columbus, OH 43215-4213

Re: **Case No. 11-MED-04-0748**
New Richmond Education Association and
New Richmond Exempted Village School District

Dear Ms. Laurent:

Enclosed is the ratified and signed successor agreement between the New Richmond Education Association and the New Richmond Exempted Village School District. This filing completes the negotiations process.

Sincerely,

Robin L. Busby
Labor Relations Consultant

RLB /de

Enclosure: *CBA effective 07/01/11-06/30/14*

c: Adam Bird, Superintendent (w/enclosure)
Nicole Parker, NREA President (w/enclosure)

2011 JUN 27 P 2:24
STATE EMPLOYMENT
RELATIONS BOARD

