



07-09-12
11-MED-05-0803
2550-01
K28652

MASTER NEGOTIATION AGREEMENT

BETWEEN

THE NORTH CENTRAL BOARD OF EDUCATION

AND

THE NORTH CENTRAL EDUCATION ASSOCIATION

2011-2015

TABLE OF CONTENTS

ARTICLE I - Professional Negotiations Agreements	
A. Recognition	1
B. Management Rights	1
C. Scope of Bargaining	2
D. Procedures	2
E. Agreement	3
F. Disagreement	3
G. General	4
ARTICLE II - Grievance Procedure	
A. Definition	5
B. Purposes	5
C. Informal Procedure	5
D. Formal Procedures	5
E. General Provisions	6
ARTICLE III - Association Rights	
A. Exclusive Rights	8
B. Use of Buildings, Facilities, Equipment, and Service	8
C. Dissemination of Information	8
D. Payroll Deduction of Association Dues	8
E. Association-Administration Liaison Committee	9
F. Access to Members of Bargaining Unit	9
G. New Teacher Orientation	9
H. Meeting Release Time	9
ARTICLE IV - Vacancies and Transfers	
A. Vacancies	10
B. Transfers	11
C. Involuntary Transfer	11
ARTICLE V - Job Descriptions	13
ARTICLE VI - Employment Practices	
A. Contracts	14
B. Evaluation Procedures	15
C. General Procedures	17
D. Fair Dismissal	17
E. Employee Discipline	17
F. Personnel Files	17
ARTICLE VII - Fair Share Fee	19

ARTICLE VIII - Reduction in Force	
A.	Staff Reductions..... 21
B.	Attrition..... 21
C.	Reduction Other Than by Attrition..... 21
D.	Seniority and Certification..... 22
E.	Recall..... 22
ARTICLE IX - Leaves of Absence	
A.	Sick Leave..... 24
B.	Professional Leave..... 25
C.	Personal Leave..... 26
D.	Parental Leave..... 26
E.	Medical Leave..... 26
F.	Sick Leave Bank..... 26
G.	Legal Obligations..... 28
H.	Educational Leave..... 28
I.	Release Time..... 29
J.	General Provisions..... 29
ARTICLE X - Compensation and Reimbursements	
A.	Salary Schedule..... 30
B.	Salary Schedule Placement..... 30
C.	Pay Periods..... 32
D.	Mileage Reimbursement..... 33
E.	Tuition Reimbursement..... 33
F.	Planning and Conference Period Compensation..... 34
G.	Payroll Deductions..... 34
H.	Severance Pay..... 34
I.	STRS/SERS Pick-up..... 35
J.	Attendance at School Events..... 35
K.	Local Professional Development Committee..... 36
L.	Entry Year Program..... 37
ARTICLE XI - Fringe Benefits	
A.	Hospital/Surgical/Major Medical..... 38
B.	Group Life..... 39
C.	Dental Insurance..... 39
D.	Vision Insurance..... 39
E.	General Provisions..... 39
ARTICLE XII - Working Conditions	
A.	School Calendar/Work Year - Certified Staff..... 40
B.	Length of Work Day - Certified Staff..... 40
C.	Work Year/Hours - Support Staff..... 40
D.	Work Week - Support Staff..... 41
E.	Work Day - Support Staff..... 41
F.	Changes in Work Day - Support Staff..... 41
G.	Relief Time - Support Staff..... 41
H.	Student Discipline..... 41
I.	Use of Substitutes..... 41

J.	Bus Route Selection	41
K.	Bus Route Equalization	42
L.	Bus Driver Vacancy	42
M.	Summer Work	43
N.	Field Trip Transportation	43
O.	Bus Driver Extra Trips and Sporting Events	44
P.	Transportation – General Provisions	45
Q.	Holidays – Non-Certified	47
R.	Compensation for Holiday Work	48
S.	Vacations	48
T.	Class Size	48
U.	Duty-Free Lunch	48
V.	Planning and Conference Time	49
W.	Safe Working Conditions	49
X.	Representation Rights	49
Y.	Compensatory Time.....	50
Z.	Inclusion	50
ARTICLE XIII - Entire Agreement		51
ARTICLE XIV - Duration		52
APPENDIX A - Certified Salary Schedule Index.....		53
	North Central Certified Salary Schedule	54
	North Central Support Salary Schedule	
	Bus Drivers.....	55
	School Secretaries	55
	Dining Room Supervisor, Crossing Guard Salary	56
	Aides, Cafeteria, EMIS.....	56
	Custodians	57
APPENDIX B - Extra Duty Contract Schedule.....		58

ARTICLE I
PROFESSIONAL NEGOTIATIONS AGREEMENTS

A. RECOGNITION

The North Central Board of Education, hereinafter "Employer" or "Board" recognizes the North Central Education Association OEA/NEA Local, hereafter the "Association" as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, certificated, non-certificated, non-supervisory personnel, both full and part-time under written contract, excluding substitutes and outside the classroom tutors, whether on leave, on per diem basis, or otherwise employed.

Full-time: An employee who is employed to perform a minimum of thirty (30) hours per week, for a minimum of 120 days or more in a work year.

Part-time: An employee who works less than thirty (30) hours per week and/or less than the minimal standard of 120 work days.

Chapter 4117 Ohio Revised Code will be used to define those individuals excluded from the Association.

B. MANAGEMENT RIGHTS/MID-TERM BARGAINING

The Association agrees that, unless such authority is specifically limited by a specific provision of this Agreement, the Board has and retains all of its rights and authority to manage and control the school district which the Board of Education possess including the following management rights:

1. Determine matters of inherent managerial policy, as provided in the Ohio Revised Code which include, but are not limited to, areas of discretion or policy such as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district's organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of Board operations;
4. Determine the overall methods, process, means and personnel by which the school district operations are to be conducted;
5. Discipline, non-renew, demote, suspend, terminate, layoff, recall, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the school district;
8. Effectively manage the work force in all aspects;
9. Take action to carry out the mission of the school district;

10. Make the rules and regulations by which the students and employees of the Board will be governed.

The parties further agree that the Board shall not be permitted to exercise any management rights which alter or modify a specific and existing provision of this Agreement. However, the parties also 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 without bargaining with the Association with respect to the exercise of such right or authority, provided that the Board engages in bargaining with respect to the effects such exercise of authority may have on wages and working conditions.

The Union agrees that in the event a dispute arises during the term of this Agreement over whether the Board has a duty to bargain the exercise of a management right either permitted by the terms of this Agreement or retained as a result of the provisions of this article, the grievance procedure established in this Agreement shall be the sole and exclusive procedure for resolving such dispute(s).

C. SCOPE OF BARGAINING

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of any existing provision of a collective bargaining agreement.

D. PROCEDURES

1. Requests for Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than 120 days nor later than 90 days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification shall be sent to the State Employment Relations Board.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiations packages and establishing a date for the next session.

2. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith.

Representation shall be limited to five (5) representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

3. Information

The Board and Superintendent agree to furnish the Association's negotiation committee, upon request and within five (5) working days both prior to and during negotiations, all available information concerning financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the bargaining unit members. In the case that the request is for a financial report which has not been completed by the Treasurer, the Treasurer will have five (5) working days after the completion of the report to get the report to the Association. The Treasurer will inform the Association as to the due date for any report requested.

4. Recesses

The chairman of either group may recess his group for independent caucus at any time.

5. Item Agreement

As items receive tentative agreement, they shall be reduced to writing, initialed, and dated by each party.

6. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include an agreed time and place for the next subsequent meeting.

7. Observers

Each party may have up to two (2) observers at any meeting. Said observers are in addition to the regular negotiation teams. Observers have no speaking privileges. Observers may replace an absentee team member.

E. AGREEMENT

When negotiations result in agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification, the Agreement shall then be signed by the parties. The resulting Agreement shall be binding on both parties.

F. DISAGREEMENT

1. If agreement is not reached within twenty-five (25) days prior to the expiration date of the contract, then a state of impasse may be declared to exist.
2. The two (2) parties shall request the services of the Federal Mediation & Conciliation Service.
3. The mediator shall meet with both parties and attempt to mediate a settlement up to the expiration date of the contract or until agreement is reached.

4. The Association may exercise its right to strike upon expiration of the contract by serving the Board and the State Employment Relations Board with notice of its intent to do so ten (10) days prior to such action.

G. GENERAL

1. Executive Session

Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

2. Final Form

As soon as practicable, but not later than forty-five (45) days after ratification, the Agreement shall be saved in a PDF file and placed in Staff shared drive for employee access only.

ARTICLE II GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" is defined as a claim by member(s) of the bargaining unit or Association (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this Master Agreement.

B. PURPOSES

The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted:

1. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. To insure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

C. INFORMAL PROCEDURE

In the event that the grievant believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem. Said discussion may be held confidentially and personally by the grievant and his Association representative who shall inform the administrator at that time that a potential grievance exists.

D. FORMAL PROCEDURES

STEP I

No later than ten (10) work days after the grievant could reasonably be expected to know about the occurrence of the alleged violation giving rise to the grievance, the grievant shall submit to the proper immediate administrative authority, who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance. A copy of the completed form shall be given to the administrator, the grievant, and to the Association. Within seven (7) work days of receipt of the Grievance Report, the administrator shall meet with the grievant and his Association representative in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant and the Association within seven (7) work days after such meeting. Upon receipt of the administrator's disposition, the grievant shall either accept the disposition or within seven (7) work days submit a written Grievance Report Form Step II.

STEP II

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in STEP I, the grievant shall complete a written Grievance Report Form, STEP II, and submit the same to the Superintendent. Within seven (7) work days, the Superintendent shall meet with the grievant and his Association representative. Within seven (7) work days of the meeting, the Superintendent shall indicate in writing his disposition and forward a copy thereof to the grievant, the Association, and Administrator(s) involved. Upon receipt of the Superintendent's disposition, the grievant shall either accept the disposition or within seven (7) work days submit a written Grievance Report Form Step III.

STEP III

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in STEP II, the grievant shall complete a written Grievance Report Form, STEP III, and submit the same to the Board. Within fourteen (14) calendar days, the Board shall either through a regular or special meeting meet with the grievant and his Association representative. Within seven (7) calendar days of the meeting, the Board shall indicate in writing their disposition and forward a copy thereof to the grievant, the Association, and Administrator(s) involved.

STEP IV

If the grievant is not satisfied with the disposition of the Board, or if no disposition has been made within the above stated time limits in STEP III, the grievant may within seven (7) calendar days of receipt of the Board Disposition, submit the grievance to an impartial arbitrator by filing with the Superintendent a request for arbitration. A request for a list of seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The arbitrator's award shall be final and binding upon the parties. Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be shared by the Board and the grievant.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her, or to submit observations or declarations of opinion which are not directly essential in reaching a determination. Additionally, the arbitrator shall have no power to alter, add to, modify or subtract from the terms of this Agreement.

E. GENERAL PROVISIONS

1. Grievances that relate to the Association in general may commence at STEP II.
2. The time limits provided for in this Article shall be strictly observed, but may be extended by written agreement of the parties.
3. The grievant may be represented at all stages of the grievance procedure by any person of his own choosing. (When the grievant is not represented by the Association, the Association shall be notified by the administration that a grievance has been filed.)

4. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
5. All formal grievance procedure meetings and hearings will be held outside the school day unless mutually agreed to by the parties.
6. If the grievant fails to appeal a decision of an Administrator/Board from one Step to the next in the timelines provided, failure to file a timely appeal should be deemed a waiver of the right of the grievant to continue the appeal.
7. If the Administration/Board has not responded to the grievance within the timeline set forth at any Step of the grievance procedure, the grievance shall automatically be deemed appealed to the next Step of the grievance procedure.

**ARTICLE III
ASSOCIATION RIGHTS**

A. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association and not to any rival labor organization.

B. USE OF BUILDINGS, FACILITIES, EQUIPMENT AND SERVICE

1. The Association and its representatives shall have the right to use school buildings on regular work days. Requests for use of the building other than regular work days will require prior approval of the principal and notification of the superintendent.
2. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment for meetings when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.
3. There shall be one (1) telephone in the Pioneer H.S. lounge and one (1) in the Elementary conference room available for the private use by teachers only for school business and personal emergency calls.

C. DISSEMINATION OF INFORMATION

1. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and employee mailboxes for communication to bargaining unit members.
2. The Association shall have the right to use the P.A. system to announce Association related activities and/or meetings.
3. The Association's designated representative shall be given a formal place on the agenda at all faculty meetings for the purpose of making Association announcements related to activities and/or meetings.

D. PAYROLL DEDUCTION OF ASSOCIATION DUES

1. The employer agrees to deduct dues from the salaries of members of the Association and to transmit the money by check promptly to the Association.
2. Deductions will commence with the first pay period in October and extend through the remainder of the school year. Fair share fee deductions shall begin with the first pay period that follows January 15 of each year.
3. Once a month, the employer shall transmit to the Association a single check in the amount of all dues so deducted.

The Association, on or before September 25, shall transmit to the employer a list of those employees who have properly signed payroll deduction authorizations and submitted them to the Association. The list shall include the total amount to be deducted along with the number of deductions for each individual.

E. ASSOCIATION-ADMINISTRATIVE LIAISON COMMITTEE

A committee comprised of the Superintendent, building principals, and the NCEA Executive Committee shall be scheduled to meet on the Tuesday following the regular Board Meeting each month. The purpose of the meeting shall be to discuss any items which may be of concern to the Association and/or Administration. Concerns shall be discussed with the appropriate supervisor before being added to the committee's agenda. Both parties will exchange agendas at noon the Friday before said meeting.

F. ACCESS TO MEMBERS OF BARGAINING UNIT

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during the school day provided that this shall not interfere with or interrupt the Association members' normal school schedule, duties, and responsibilities.

G. NEW TEACHER ORIENTATION

The Association shall be placed on the agenda at the teacher orientation meeting. The Association shall be given sufficient time to address the teacher concerning membership in the Association.

H. MEETING RELEASE TIME

1. Employees whose regular work schedule is after 3:00 P.M. will be permitted to attend Association meetings up to four times per year for not more than one and one-half hours on each occasion providing that the employee makes up the time lost on the job on those days and his/her absence is not at a critical time (i.e. cafeteria set up for meeting, boiler problem, etc.).
2. Employees who serve on the Association Executive Committee and whose regular work schedule is after 3:00 P.M. will be permitted to attend meetings up to five times per year for not more than one and one-half hours on each occasion providing that the employee makes up the time lost on the job on those days and his/her absence is not at a critical time.

**ARTICLE IV
VACANCIES AND TRANSFERS**

A. VACANCIES

1. The employer recognizes that it is desirable in making assignments to vacant and new positions to consider the interests and aspirations of bargaining unit members. Vacancies occurring within the bargaining unit and within the total certificated/non-certificated staff, including, but not limited to newly created positions, and supplemental Salary Schedule positions, shall be posted on a designated bulletin board in each District building and in the Bus Garage, emailed to all employees, along with a copy of such posting to the Association. Positions as above described shall be posted at least ten (10) calendar days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the superintendent. When more than one certified/non-certificated applicant within the district applies for a vacancy, all relevant factors such as, but not limited to, certification, previous experience, and performance will be considered. If these factors are substantially equal, then seniority will be the determining factor in awarding the position.

When a vacancy occurs, bargaining unit members whose experience, training, certification, and job performance qualifies them for the vacancy will be given every consideration before outside applicants.

In the event a current employee is denied a transfer and the position is filled by a new hire, the superintendent must provide a written reason for said denial within three (3) days.

2. During the summer months when regular school is not in session, the employer will post all vacancies as described above and shall also forward at the same time via email, copies of said vacancies to all bargaining unit members who have indicated an interest in said vacant position on the "Employee Preference Survey". Applicants interested in the vacancy must apply within ten (10) calendar days of the posting date. Application may be made in the same manner as described above (paragraph 1). Likewise, these positions shall be filled on the same basis as provided in paragraph 1 above.

All E.D. positions will be posted as vacant after the regular April Board meeting. When E.D. positions become vacant during the summer months, the positions will be posted in the pay checks.

Should the vacancy which necessitates the vacancy occur as a result of a resignation and/or retirement after August 1 of any year, the posting requirements shall be waived. However, employees who are certified for said vacancy and who have indicated an interest in the vacant position on the "Employee Preference Survey" will be notified.

3. A vacancy is an opening resulting from the creation of a new position, or an opening resulting for any other reason, such as resignation, retirement, termination, transfer, or non-renewal, any of which the Board of Education decides to fill. Supplemental positions must be posted separately from teaching positions.

4. When vacancies in support staff positions occur, the most senior qualified applicant will be considered. Should no bargaining unit member from the affected classification apply, then the most senior qualified applicant from other classifications will be considered. If the most senior applicant is not appointed to the position, then the superintendent will provide a written reason for his decision within three (3) days.
5. Any support staff bargaining unit member who is requested to temporarily assume the duties of another bargaining unit member in lieu of his/her regular duties will be paid the regular rate of pay for those duties pursuant to the adopted salary schedule for their experience in that assignment, or their regular rate of pay, whichever is greater.

B. TRANSFERS

1. A transfer is defined as a change in the area of assignment, change in bus route, or job classification or subject or grade level either within a building or from one building to another.
 - a. Voluntary Transfer - A change initiated by the bargaining unit member.
 - b. Involuntary Transfer - A change initiated by the Administration.

C. INVOLUNTARY TRANSFER

1. Involuntary bargaining unit member transfers may be affected only for reasonable and just cause. For involuntary transfer, "just cause" shall be defined as: notice, fair investigation, and equal treatment.

Thirty (30) days prior to the effectuation of any involuntary transfer, the employer shall discuss the transfer with the affected bargaining unit member and the employer shall provide in writing his intent to transfer the bargaining unit member. The bargaining unit member shall have an opportunity to provide written and verbal input for the employer's consideration regarding the involuntary transfer.

If an involuntary transfer occurs during the school year, then it shall take effect within seven (7) calendar days of the conference with the employee.

2. A bargaining unit member being involuntarily transferred will receive no reduction in rate and years of service in the district will be considered in determining the transfer.
3. The use of volunteer or paid aides shall in no way result in a reduction of staff.
4. The bargaining unit member with the least seniority and is eligible, i.e., area of certification, qualifications, etc., to fill the employer's initiated transfer will be given first consideration by the employer for the involuntary transfer.

In the event someone other than the bargaining unit member with the least seniority is selected by the employer, the superintendent must provide a written reason for said denial within three (3) days.

Should the vacancy which necessitates the involuntary transfer occur as a result of a resignation and/or retirement after August 1 of any year, the time lines contained in this section shall be waived.

**ARTICLE V
JOB DESCRIPTIONS**

All job descriptions will be reduced to writing with a copy provided to each affected employee. As revisions are made in such job descriptions, copies will be provided to each affected employee within ten (10) days prior of any change.

The employer retains the right to assign other duties, modify, or change classification job descriptions and the Association retains the right to grieve misapplication of same. If this assignment, modification, or change increases or reduces the employee's responsibilities, the Association may request in writing to meet with the superintendent and bargain appropriate salary modifications.

ARTICLE VI EMPLOYMENT PRACTICES

A. CONTRACTS

All members of the bargaining unit shall be issued written contracts for certificated and non-certificated positions and/or supplemental duties performed. Contracts shall be of two kinds: limited and continuing as prescribed by law.

1. Limited Contracts

- a. Upon initial employment, a one (1) year contract will be issued by the Board.
- b. The second contract issued by the Board will be for two (2) years, with the Board reserving the right to issue a one year contract for certificated staff. For non-certificated staff, the second contract shall be for two (2) years.
- c. The third contract issued by the Board will be for three (3) years, with the Board reserving the right to issue a one (1) year contract as substantiated by evaluations of the certificated staff member. For non-certified, the third contract shall be continuing.

All subsequent certified staff contracts issued by the Board will be for five (5) years, with the Board reserving the right to issue a one (1) year contract as substantiated by evaluations of the certificated staff member.

2. Continuing Contracts

- a. Teacher shall be eligible for continuing contract status in accordance with the provisions of Ohio Revised Code Sections 3319.08 and 3319.11, provided however that no teacher shall be deemed employed on a continuing contract by operation of law unless the teacher, prior to or before October 1 of the school year in which the teacher's employment contract is to expire, files with the Superintendent, or his or her designee, a letter of intent that the teacher will satisfy all qualifications of the continuing contract prior to receipt of the new contract for the following year.
- b. A teacher employed under a limited/extended limited contract who has satisfied the qualifications for continuing contract status in accordance with Sections 3319.08 and 3319.11 during a year that his/her limited/extended limited contract is not set to expire may apply to the Superintendent by June 1st to be employed under a continuing contract for the next school year. Such continuing contract, if granted by the Board, would nullify the existing limited/extended limited contract. The Superintendent will notify the member by August 1 as to the status of the member's continuing contract. Whether to grant such a continuing contract to the teacher shall be at the sole discretion of the Board. If a continuing contract is not awarded pursuant to a teacher's application under this provision, the teacher shall continue his/her employment under the current limited/extended limited contract and the Board shall maintain its right to exercise all applicable employment options otherwise available upon the expiration of the teacher's limited/extended limited contract.

- c. Failure to provide the notification as required in paragraph (a) may constitute a waiver of any claims, statutory rights, or a continued contract by operation of law and shall result in the issuance of a one-year limited teaching contract provided to the teacher for the next school year if the teacher is renewed. Such a one-year limited teaching contract shall not be considered an extended limited contract in accordance with the provisions of Ohio Revised Code Section 3319.11 and the Board of Education shall reserve the right to provide an extended limited contract at the conclusion of the limited contract provided herein. These provisions supersede and replace, where applicable, those requirements of the Ohio Revised Code Sections 3319.08 and 3319.11.

3. **Extended Limited Contract**

Teachers who have met all qualifications and contractual notification requirements for a continuing contract, but have not corrected noted deficiencies documented during the evaluation process may be notified of these continued deficiencies in writing by the Superintendent as confirmed by the Board on or before April 1. In the event teacher is notified of these noted deficiencies and is further notified that the Board intends to provide an extended limited contract in lieu of a continuing contract, the teacher may be placed on an extended limited contract not to exceed two (2) years. If the teacher is reemployed at the end of the extended limited contract, he or she shall be given a continuing contract. These provisions supercede and replace, where applicable, those requirements of the Ohio Revised Code 3319.08 and 3319.11.

B. EVALUATION PROCEDURES

1. Evaluations of employees shall be based on objective observation of the work performance and shall be conducted openly and with full knowledge of the employee. No evaluation shall be conducted on the day immediately before or after a holiday or the day immediately after sick leave.
2. Revisions in the evaluation forms will be reviewed bi-annually through a committee made up of two administrative representatives, one primary, one intermediate, one special teacher, one secondary teacher, and two representatives from the school support staff. The selection of the bargaining unit members shall be made by the Association. The results of that committee shall be presented to the full Board of Education and full Association membership for purposes of ratification. Upon ratification, it shall become a part of this contract.
3. Teachers shall be subject to the following observation/evaluation schedule:
 - a. Each teacher employed on a limited contract shall be evaluated twice in the year of his/her teaching contract's expiration. The first evaluation shall be completed by December 1. The second evaluation must be completed by March 31. In the year(s) preceding the expiration of the limited teaching contract, each teacher shall be evaluated at least once. This evaluation shall be completed by March 1. The second evaluation should include notice of a third evaluation if improvement plan is not being followed and/or adverse job action is being considered.

- b. Teachers employed on continuing contracts shall be evaluated at least once in each three year period. This evaluation shall be completed by March 1.
- c. Three (3) evaluations shall be conducted for any teacher for whom an adverse job action is being considered. The third evaluation must be conducted between March 1 and March 31. Notice shall be documented in the second evaluation that a third evaluation may take place with the possibility of an adverse job action.
- d. One (1) observation of at least thirty (30) minutes in length shall be conducted for each evaluation. Results of each observation will be in written form.

The evaluation procedure adopted by the Board shall be the sole procedure utilized in the district for the evaluation of bargaining unit members. This procedure will supersede the procedures set forth in and required by R.C. 3319.11 and 3319.111.

- 4. Prior to April 1, each Support Personnel supervisor will complete a bargaining unit member evaluation form for report of the bargaining unit member's qualifications, progress, and ability to do the job to which he/she is presently assigned. This bargaining unit member's evaluation shall be completed by the supervisor or designee who has the bargaining unit member under his/her direct supervision with input from any other administrator or administrators who also supervise the bargaining unit member.

All formal monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. Observation shall be for a period of 30 minutes.

All support staff will be evaluated on an annual basis.

- 5. All evaluations shall be put in writing and a copy given to the bargaining unit member within ten (10) working days of the evaluation. The written document shall be received by the employee one (1) day before any post conference discussion meeting is scheduled.

When the supervisor who completes the evaluation states the bargaining unit member is doing unsatisfactory work, the supervisor will identify in writing, ways in which the bargaining unit member can improve his/her unsatisfactory work performance.

Following each formal evaluation which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the content of the evaluation.

A bargaining unit member may submit additional comments to the written evaluation if he/she desires.

When this evaluation is completed, it will be forwarded to the office of the Superintendent for review and placement in the employee's personnel file.

C. GENERAL PROCEDURES

Prior to evaluation, each employee shall be informed in writing of his/her immediate evaluating supervisor, of the evaluation form that will be used during the school year, and the performance expectations which are based on criteria of the job description.

D. FAIR DISMISSAL

After the issuance of a second contract, all non-renewed teacher(s) shall be given reasons by the Superintendent and/or other administrative officials in the form of an evaluation instrument when notified of non-renewal.

E. EMPLOYEE DISCIPLINE

A bargaining unit member will not be disciplined without just cause. For employee discipline, "just cause" shall be defined as: notice, reasonable rule or order, investigation, fair investigation, and penalty.

If the bargaining unit members are disciplined, the following progressive discipline procedure shall be followed:

- 1st occurrence - Verbal warning
- 2nd occurrence - Written warning
- 3rd occurrence - One day suspension without pay
- 4th occurrence - Five day suspension without pay
- 5th occurrence - Termination

The Superintendent has the right to accelerate the disciplinary process and proceed to either suspension and/or termination for cause as described under O.R.C. 3319.081 and 3319.16. Any appeals of discipline under this section shall be subject to the Grievance Procedure under Article II of this contract.

The employee shall be notified of his/her right to representation at any disciplinary hearing or at any meeting which may lead to discipline.

An employee's file may be purged after five (5) years if there are no further incidents of the event which caused the discipline to occur.

F. PERSONNEL FILES

1. Any post employment materials in a bargaining unit member's personnel file may be reviewed by the bargaining unit member. Said bargaining unit member shall be entitled to have a representative of his/her choosing accompany him/her during such review.
2. The bargaining unit member shall receive upon request copies of any material in the file.
3. Anonymous letters or reports shall not be included in any evaluation nor placed in the bargaining unit member's personnel file.

4. In any written communication between administrative offices regarding a bargaining unit member, the bargaining unit member shall be sent a copy of the letter or memo.
5. All entries into the personnel file shall be dated as to entry.
6. Prior to placement in his/her personnel file, a bargaining unit member shall be entitled to review any clearly derogatory information and to have present at such review a representative of the bargaining unit member's choice. The bargaining unit member may respond in writing to such information and may have the response affixed to the information after that response has been shared with the appropriate administrator.
7. The examination of an employee's file shall be limited to qualified professional supervisory personnel.
8. There shall be only one official personnel file in the District. Any and all materials pertaining to the employment of each bargaining unit member shall be contained in that file; otherwise, said or alleged materials are deemed not to exist.

ARTICLE VII FAIR SHARE FEE

Effective November 1, 1991, the North Central Board of Education agrees to automatic payroll deduction as a condition of employment in an amount equal to the dues of the United Education Profession from the pay of all bargaining unit members who elect not to become members of the United Education Profession (NEA, OEA, NWOEA, North Central Education Association) or who elect not to remain members.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.

Payroll deduction of such fair share fees shall begin with the first pay period that follows January 15 of each year in order to be in compliance with decisions of the federal courts.

Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to transmit to the Association, within five (5) days, all amounts deducted. Payroll deduction and transmittal will be without cost to the Association or its membership.

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

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

The Association represents to the Board that an internal rebate procedure has been established in accordance with R.C. 4117.09(C) 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.

Implementation of this fair share fee provision shall begin with the first paycheck after January 15 of each year for bargaining unit members who have elected not to become members of the Association.

Nevertheless, the amount to be deducted from the pay of all non-association members shall be the full dues of the United Education Profession, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

The Association agrees to indemnify the Employer for legal representation or liability incurred as a result of the implementation and enforcement of this provision, provided:

- a. The Employer shall give the Association ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed.
- b. The Association reserves the right to designate counsel to represent and defend the Employer. However, this provision shall not prevent the Employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Employer as will create or foster a conflict of interests.
- c. The Employer shall give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding.
- d. The Employer shall permit the Association and/or its affiliates to intervene as a party.
- e. The Employee shall not oppose application by the Association and/or its affiliates to intervene as amicus curiae.
- f. The Board must act in good faith compliance with the Fair Share Fee provision of this Agreement. Indemnification shall not be required if the Board intentionally or willfully fails (except pursuant to court order) to fulfill its obligations herein.

**ARTICLE VIII
REDUCTION IN FORCE**

A. STAFF REDUCTIONS

The following procedures shall govern the reduction of certified/non-certificated staff made necessary as a result of lack of sufficient operating funds, decreased enrollment of pupils, return to duty of regular bargaining unit member(s) after leaves of absence, suspension of schools, or territorial changes affecting the district. This reduction in force article shall supersede and replace in its entirety Ohio Revised Code 3319.17.

B. ATTRITION

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed due to lack of satisfactory performance in accordance with Ohio Revised Code 3319.11 and other related sections of this Master Agreement.

C. REDUCTION OTHER THAN BY ATTRITION

Layoff shall mean that a bargaining unit member's contract(s) will be suspended. When layoffs of members of the bargaining unit are necessary, seniority and areas of certification/classification shall be the exclusive criteria in determining such layoffs.

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

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

When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension and/or renewal-suspension of contracts to all staff so affected and to the Association President and Vice-President thirty (30) days prior to Board action to reduce staff.

The Association shall receive a copy of the entire seniority list at the time of notification of suspension or renewal suspension.

Each staff member so notified will have five (5) working days to contact the Superintendent in writing requesting a conference to discuss the reasons for such reduction. Within five (5) working days of receipt of the notice, the Superintendent will schedule a meeting with the staff member and an Association representative (if so desired by the employee) to discuss the intended reduction in force.

If the employer subcontracts work that results in the reduction in force of bargaining unit members, then the employee will be guaranteed a position with no less compensation than he/she currently receives, either with the contracting firm or the school district, whichever is applicable.

D. SENIORITY AND CERTIFICATION

A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification/classification held by each bargaining unit member. The Board shall post at each work site a seniority list by October 1 of each year. Employees shall have ten (10) days to notify the Board of any errors on the list. Once the deadline for submitting corrections has passed, the list shall be deemed correct until the next list is compiled and posted.

Seniority shall be determined by the length of continuous service in the school system for certificated staff. For non-certificated classification, seniority shall be determined by the length of service within the District in a specific job classification. System seniority shall be defined as length of continuous service within the District.

Among those with the same length of continuous service, seniority shall be determined by:

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

Length of continuous service will not be interrupted or affected by authorized paid or unpaid leaves of absence. However, once an individual's name is removed from the recall list pursuant to E-4 below, that person's seniority within the system is broken. The continuous service of a bargaining unit member, who has returned to employment following resignation, or other termination of employment, will be measured from the date of return.

E. RECALL

1. Bargaining unit members on the Reduction in Force list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are or have become certified/qualified before any permanent bargaining unit member full, part-time, or substitute is hired.
2. In the event a vacancy(ies) becomes available, the Board shall recall the bargaining unit member to active employment status by giving written notice to the bargaining unit member.

Said written notice shall be sent to the bargaining unit member by certified letter, addressee only, return receipt requested, addressed to the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to notify the Board of any change in address. If the bargaining unit member fails to respond to the recall notice within seven (7) calendar days from the receipt of the certified letter, then the bargaining unit member shall have deemed rejected the recall to the vacant position and shall be permanently removed from the recall list.

3. A bargaining unit member on the Reduction in Force list shall have the right to accept or refuse a position which is offered. If the bargaining unit member refuses a position of hours comparable to his/her rified position, then the member shall be permanently removed from the recall list and the offer of the position shall go to the next bargaining unit member on the recall list.
4. A bargaining unit member's name shall remain on the Reduction in Force list until such time that a position of hours comparable to that from which the employee was laid off becomes available for which he/she is certified/qualified or two (2) school years (July 1 to June 30) following the date he/she is first placed on the list. A bargaining unit member can accept or reject a position of lesser hours without jeopardy to his/her right to a position of hours comparable to his/her RIF'd position.

**ARTICLE IX
LEAVES OF ABSENCE**

A. SICK LEAVE

1. Each member of the bargaining unit shall be entitled to sick leave of one and one-quarter (1 1/4) work days with pay for each completed month of service.
2. The unused portion of sick leave is subject to two hundred forty (240) days accumulation. Bargaining unit members without accumulated sick leave shall be advanced ten (10) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement of any employee who leaves the employ of the district before earning sufficient sick leave to restore advanced sick leave.
3. Bargaining unit members who are absent under paid sick leave are still in the service of the District and accumulate sick leave credit while absent. Bargaining unit members shall qualify for sick leave absences with full pay and benefits during any school year for any of the following reasons:
 - a. Personal illness;
 - b. Pregnancy-related illness; shall be limited to eight (8) weeks unless proof of medical necessity is submitted and approved by the Superintendent;
 - c. Injury (personal);
 - d. Exposure to contagious disease which could be communicated to others; or
 - e. Absence due to illness, injury, or death in the employee's immediate family (ORC 3319.141).

The immediate family is defined as husband, wife, children, mother, father, sister, brother, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, or member of the same household.

4. For death or illness of relatives outside the immediate family, sick leave may be approved not to exceed three (3) school days per year without loss of pay.
5. For death of a close friend, one (1) day per year when arrangements are made with the Superintendent may be allowed without loss of pay.
6. Upon return from sick leave, however no later than three (3) days after returning to work, the bargaining unit member shall furnish a signed statement indicating that he/she was absent for one of the qualified reasons above.
7. If the bargaining unit member uses the services of a doctor (which is not required) then the superintendent may request a statement from the doctor verifying the fact that the bargaining unit member visited the doctor. If the bargaining unit member

needs to be absent from work for an extended period of time, the doctor's statement shall so indicate. The nature of the illness/injury is confidential and will not be disclosed. The superintendent must request the doctor's statement in writing; otherwise the bargaining unit member is not required to produce one.

8. Sick leave shall be charged in one-half (1/2) day increments.
9. The provisions of this article shall supersede and replace any conflicting provisions of the Ohio Revised Code to include, but not limited to, Section 3319.141.

B. PROFESSIONAL LEAVE

1. Professional meetings are defined as conferences, conventions, school visitations or other activities which would enhance one's professional capabilities. The two (2) local Delegates to the OEA Representative Assembly will be granted professional leave, but the Board will not be obligated for any expenses other than substitute(s).
2. Employees are permitted (upon approval) to attend professional meetings with reimbursement as stated in (c.). Any professional meeting(s) which a member of the bargaining unit is required to attend at the request of the Board and/or Administration are additional.
 - a. Attendance at any professional meeting shall have prior approval of the Superintendent.
 - b. In situations where bargaining unit members are expected to escort students to state or national conventions, meeting, etc., the Board will grant released time and pay necessary and actual expenses.
 - c. Receipts shall be required for all reimbursements:
 1. Reimbursements for meals will be at \$15.00 per meal or a maximum of \$35.00 per day.
 2. Room expenses will be paid by the Board up to a maximum of one hundred dollars (\$100.00) per night.
 3. Mileage reimbursement will be at the Internal Revenue Service rate.
 4. Registration fees.
 5. The Board reserves the right to reimburse only a portion of the expenses, if the bargaining unit member receives reimbursement from some other source.
 - d. All requests must be turned in (two) 2 weeks in advance, unless notification is received less than (two) 2 weeks prior to the meeting.
 - e. The bargaining unit member shall suffer no loss of pay while on professional leave.

C. PERSONAL LEAVE

1. Each bargaining unit member will be entitled to three (3) paid days of personal leave each year. The bargaining unit member shall notify the principal at least five (5) days in advance of the intended use of such leave except in cases of emergency.
2. The leave may be used for personal business for the member except the day before or after a vacation and/or holiday.
3. A bargaining unit member shall receive substitute pay per day for each unused personal leave day. Payment will be made on or before the final pay in July.

D. PARENTAL LEAVE

1. Leave without pay for a period not to extend beyond one (1) complete school year shall be granted bargaining unit members requesting parental leave which shall include adoption. Where applicable, the date established for the beginning of such leave shall be determined through the bargaining unit member's physician. The request shall be at least thirty (30) days prior to the date on which the leave would be scheduled to begin. This notice provision shall be waived by the Superintendent in cases of emergency.
2. Upon return to service at the expiration of such leave, the bargaining unit member shall resume the contract status which he/she held prior to such leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.
3. In the event the employee wishes to purchase time on child care leave for retirement purposes, the employee shall pay the Board's cost for the purchase of retirement service credit for the time on leave.

E. MEDICAL LEAVE

A leave of absence without pay for a period of up to one (1) year shall be granted upon medical documentation of the need thereof.

1. The bargaining unit member shall supply a statement from at least two physicians, one of which is selected and paid for by the Board, specifically stating in terms in months, weeks, and/or days, the period of time the bargaining unit member will be unable to return to work because of illness.
2. If a bargaining unit member has been granted a leave of absence without pay for one (1) year and requests an extension of that leave of absence, then the Board shall grant the request as long as the total time of the leave does not exceed two (2) years.

F. SICK LEAVE BANK

1. The North Central Board of Education and the North Central Education Association agree to establish a Sick Leave Bank.

2. Each bargaining unit member may contribute up to three (3) days of his/her accumulated sick leave to the Sick Leave Bank. The donated days are not returnable.
3. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee as established by the North Central Education Association for the use and benefit of participating members of the bargaining unit.

The Sick Leave Bank Committee shall consist of the Association President, two (2) members elected from the membership, and two administrators. If positions are not filled through election, the Association President will appoint the members of the Committee.

4. All bargaining unit members are eligible to participate in the Sick Leave Bank. Membership shall consist of a minimum of one (1) day of sick leave to be designated by the employee to the Sick Leave Bank between the beginning of school and October 1 of each year. Application to participate must be in writing authorizing the transfer of up to three (3) days of sick leave of the employee's accumulated sick leave to the Sick Leave Bank.

Sick leave days contributed to this Sick Leave Bank shall only be used for the purpose of the Sick Leave Bank. Leave days so transferred shall be charged against the applicant's sick leave and credited to the Sick Leave Bank.

5. To qualify for use of leave from the Sick Leave Bank, an employee must:
 - a. be a participating member of the Sick Leave Bank as specified in items #1 and #4 above.
 - b. have experienced a catastrophic or life threatening illness or injury to themselves and/or any immediate family members.
 - c. have used all of his/her accumulated sick leave, personal leave, and any applicable vacation leave.
 - d. make a request in writing to the Sick Leave Bank Committee, which should include a physician's statement of the applicant's and/or family member's condition.
6. The maximum number of days that may be granted at one time shall be sixty (60). The Sick Leave Bank Committee shall evaluate the application and make a determination as to the amount of leave, if any, to be granted.

If the member needs to extend the use of days from the Sick Leave Bank, he/she must reapply within a week of the expiration of the preceding application.

The Sick Leave Bank Committee's decision is final.

Catastrophic and life threatening may be defined as, but not limited to the following:

- Cardiovascular disease
- Cancer
- Organ transplants

Severe burns
Major accidents
Complications arising from pregnancy or childbirth

And others deemed catastrophic or life threatening by the Sick Leave Bank Committee.

7. If the number of days in the Sick Leave Bank drops to seventy-five (75), the Sick Leave Bank members who have sick days will be accessed an additional day to continue membership in the Sick Leave Bank.
8. When a member returns to work after being granted days from the Sick Leave Bank, he/she will repay the borrowed days at the rate of five (5) days per year.

G. LEGAL OBLIGATIONS

The Board agrees:

1. A bargaining unit member who is summoned (1) to jury duty or (2) an administrative hearing or (3) subpoenaed to appear in court (other than personal or criminal prosecution if found guilty) for school related matters will be granted a leave of absence with pay from normal duties to permit compliance, provided the staff member(s) meets the following:
 - a. Notified the Building Principal/Supervisor of the building to which the bargaining unit member(s) is assigned within three (3) days after receipt of the jury summons or of the subpoena.
 - b. Submits a statement signed by the bargaining unit member(s) to the Treasurer stating:
 1. The date and time in attendance at the proceeding.
 2. The actual amount of compensation which was received as a result of the appearance, or, if no compensation was received, a statement so stating.
 - c. The amount of any witness fee or other compensation must be remitted by the staff member(s) to the office of the Treasurer within a reasonable length of time. Adherence to this regulation will result in no loss of salary. If this regulation is not followed, the absence will be deemed non-paid leave of absence.

H. EDUCATIONAL LEAVE

A leave without pay for a period of up to one (1) year may be granted by the Board for further formal training or study directly related to the performance of the teacher's assignment.

I. RELEASE TIME

In order to show respect to a co-worker, the co-worker's family member, a student and/or the student's family, staff members will be allowed release time to attend the funeral. The Superintendent may set the time staff members may leave. Staff volunteers will cover the classes without compensation.

J. GENERAL PROVISIONS

1. Individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave providing they reimburse the Board for premium costs. Those individuals on paid leaves shall have their premium costs paid by the Board pursuant to the related sections of the Contract.

**ARTICLE X
COMPENSATION AND REIMBURSEMENTS**

A. SALARY SCHEDULE

1. Regular Salary Schedule

The salary and index of each full-time bargaining unit member covered by this Agreement is calculated according to Appendices which are attached hereto and made a part hereof. Each part-time bargaining unit member shall receive a prorated salary calculated according to Appendix "A" and the number of hours worked.

2. Supplemental Salary Schedule

Bargaining unit members contracted for supplemental positions shall be paid according to the indices in Appendix "B".

3. The Board will honor the salary schedule set forth for the 2011/2012 school year.

4. For the 2012/2013 school year, there shall be no increase (0%) on base salary. The Board shall honor all step movement on the salary schedule. Each employee who does not receive steps on the salary schedule shall receive a one-time stipend of \$750.00 (prorated throughout the school year).

5. For the 2013/2014 school year, there shall be no increase (0%) on base salary. The Board shall honor all step movement on the salary schedule. Each employee who does not receive steps on the salary schedule shall receive a one-time stipend of \$750.00 (prorated throughout the school year).

6. For the 2014/2015 school year, there shall be no increase (0%) on base salary. The Board shall honor all step movement on the salary schedule. Each employee who does not receive steps on the salary schedule shall receive a one-time stipend of \$750.00 (prorated throughout the school year).

7. In the event the District receives an "Excellent with Distinction" rating from the State of Ohio for any year of this collective bargaining agreement, each employee will receive a \$500.00 bonus (prorated throughout the school year).

B. SALARY SCHEDULE PLACEMENT

1. Degree and Hours

a. Certificated staff shall be placed on the salary schedule according to the highest degree which they have attained plus the number of semester hours (graduate or undergraduate).

b. All credit for additional training must be presented to the Superintendent for consideration as soon as possible after it is attained. Credit for additional training will be granted at the beginning of each semester, providing that certified hours or similar proof thereof in the form of a grade sheet or a letter of

verification of completion from the professor are submitted by September 30 and January 30.

- c. Upon initial employment, support staff employees shall be placed on the salary schedule at the initial step.
- d. A support staff employee who changes classification shall be placed on the salary schedule at the same step as that held in the previous classification. The employee shall be credited with all years of service.

2. Experience

All years of service will be established in accordance with Ohio Revised Code. For a bargaining unit member to receive a year of service credit, he/she must have worked a minimum of one hundred twenty (120) days in the same school year in the same school district. A day is defined as any portion thereof.

Notwithstanding the provision of R.C. 3317.13 and R.C. 3317.14, in the case of the employment of a teacher new to the district, the Board of Education has the authority, in its sole discretion, to determine the number of years of teaching service or experience to credit the teacher with, for purposes of placing the teacher on the teacher's salary schedule (i.e. for the purpose of determining the teacher's annual salary), regardless of the teacher's actual number of years of teaching service or experience; provided, however, that the Board of Education may not credit a teacher new to the district with more years of teaching service than the teacher would be entitled to be credited with under R. C. 3317.13.

3. Retired Teachers Return to Service

If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this article and only the conditions set forth in this article shall apply to the employment of these individuals:

- a. The salary to be paid to the returning teacher shall be a minimum of five (5) years but no more than ten (10) years on the negotiated salary schedule.
- b. Individuals employed pursuant to this provision shall not be eligible for any of the medical/dental/life insurance plans offered by the Board of Education and shall not seek inclusion in any of the insurance plans offered by the Board of Education. However, in the event STRS insurance is not available, then the employee may utilize Board dental and health insurance.
- c. Teachers employed pursuant to this provision shall receive one-year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.
- d. Each one-year contract shall automatically expire upon the completion of the contract and it is not necessary for the Board to conduct evaluations in accordance with 3319.111 nor to take formal action to not reemploy the employee pursuant to 3319.11 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.

- e. Returning retirees are not entitled and/or not eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the Board and the Association.
- f. In the event of a reduction in force, the reemployed teacher will not have any bumping rights under Article VIII.
- g. Such employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such reemployment contract.
- h. Subject to these provisions, reemployed teachers are part of the bargaining unit.
- i. Reemployed persons are eligible for sick leave accumulation commencing with the first year of such reemployment.
- j. Employed teachers may commence their reemployment with up to 15 days of accumulated sick leave if said days are carried forward from their prior employer. Ex: If an employee does not exchange up to 15 days of sick leave as part of his/her severance, the employee may begin new employment with 15 days accumulated sick leave.
- k. Reemployed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- l. Pursuant to the authority provided by R.C. 4417.10 and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to, 3319.11 ORC, 3319.111 ORC, 3319.141 ORC, 3319.17 ORC, Chapter 3317 ORC, Chapter 3307 ORC, this provision shall supersede and replace the statutory law of Ohio.

C. PAY PERIODS

- 1. Bargaining unit members shall be paid in twenty-six (26) equal installments. Effective with the first pay period of the 2012/2013 contract year, bargaining unit members shall be paid in twenty-four (24) equal installments. Checks will be issued on Friday morning or on the last day school is in session before holiday vacation if after Tuesday of the pay week; otherwise the Board will mail checks. When this occurs, the checks shall be dated with the distribution date. During the summer, checks should be mailed in time for employees to receive their check on the scheduled pay day.
- 2. All employees hired after June 1, 2003, shall be required to enroll in a direct deposit program.

D. MILEAGE REIMBURSEMENT

When, by administrative assignment, the bargaining unit member's position requires the staff member(s) to make home visits or make any other administratively approved job related travel trips, the Board of Education will reimburse them at current IRS rate or mileage for the round trip. The payment of the mileage will be contingent upon the employee(s) submitting an itemized statement to the Superintendent once each month. The mileage statement shall give the destination of each trip, purpose of the trip, and the number of miles. The reimbursement will be paid by separate check within two pay periods of the date submitted.

E. TUITION REIMBURSEMENT

1. A maximum of \$20,000 per year will be placed in this fund. Reimbursement will be at the rate of \$170.00 per quarter hour and \$250.00 per semester hour. Unused funds shall be rolled over to the next year until the fund reaches a maximum of \$60,000.

Any support staff employee who is approved by the Board, Superintendent, Principal, or immediate supervisor who takes approved job-related courses and is not reimbursed in his/her hourly rate for completion of the course shall be reimbursed at the full cost of tuition and fees at the successful completion of such course.

2. Reimbursement shall be made to the bargaining unit member within thirty (30) working days subsequent to presentation to the Treasurer of receipts and/or proof of completed training. An official transcript shall be presented as soon as it is received by the unit member. No deductions will be made from the reimbursement check. In the event there are not enough funds to cover all requests, requests will be paid in the order of receipt and any unpaid ones will be the first paid the next year.
3. Tuition reimbursement shall be regulated as follows:
 - a. Payments will be approved upon receipt of written verification of credits completed. In order to receive payment, the Superintendent must approve the reimbursement prior to the beginning of the course. In order to be eligible to participate in the tuition reimbursement plan, a teacher with zero (0) year's experience must be employed with the North Central Local School District Board of Education for at least one (1) year prior to participation in the plan, remain an employee in the district the following year, and must earn a grade of C or better for those courses providing grades. For pass/fail courses, teacher must receive a passing score.
 - b. Teachers must be employed by the Board at the time course(s) is/are taken and at the time reimbursement is made.

F. PLANNING AND CONFERENCE PERIOD COMPENSATION

Any classroom employee who is requested to cover for an aide or teacher who is absent during the employee's conference time or who loses conference time for any school related reason and that time is not made up within two (2) weeks, he/she shall be reimbursed at \$12.00 for each conference period missed.

G. PAYROLL DEDUCTIONS

1. Bargaining unit members are entitled to the use of payroll deduction for the following:
 - a. Membership dues in the Association/fair share fees.
 - b. Annuities
 - c. Insurances
 - d. NWOEA Credit Union
 - e. OEA/NEA Political Action Contributions
2. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. Said form shall indicate the amount of each deduction and the number of deductions to be made. The deduction(s) shall commence with the first check following ten (10) working days after submission of the request. The open enrollment periods for annuities are the months of September and February with deductions processed to begin with October or March paychecks.

H. SEVERANCE PAY

Each retiring member of the bargaining unit shall, upon application, be entitled to receive payment for one-fourth (1/4) of his/her accrued but unused sick leave, provided that accrued and unused sick leave shall not exceed two hundred and forty (240) days for the purposes of this computation.

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria:
 - a. The employee must have had not less than five (5) years of service with this school district, the State of Ohio, its political subdivisions, or any combination thereof;
 - b. The employee actually terminates his employment with the District and retires;
 - c. The words "retires" or "retirement," as used herein, mean disability or service retirement under any state, municipal, or other political subdivision retirement system in the state.

2. Payment as provided herein shall be made in one (1) lump sum to the person entitled thereto; and such payment shall be made within two (2) weeks after the employee receives and cashes his first retirement check from the retirement system or during the first week in January of the next succeeding year at the discretion of the bargaining unit member unless prohibited by the I.R.S. or the state auditor's office.
3. The amount of benefit due the retiring employee shall be determined by:
 - a. Multiplying the employee's accrued but unused sick leave up to a maximum of two hundred and forty (240) days by one-fourth (1/4);
 - b. Dividing the annual salary of the employee by the number of required work days to obtain the per diem rate;
 - c. Multiplying the product of "a" above by the employee's per diem rate;
 - d. The amount of the payment calculated in Steps "a", "b", and "c" above shall not exceed the value of sixty (60) days of accrued but unused sick leave at employee's per diem rate.
4. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the employee.

I. S.T.R.S./S.E.R.S. PICK-UP

1. The Board agrees to pick-up contributions to the State Teachers' Retirement System (STRS) or School Employees Retirement System (SERS), whichever is applicable, upon behalf of the employees in the bargaining unit on the salary reduction method.
 - a. The pick-up salary reduction shall apply uniformly to all members of the bargaining unit.
 - b. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
2. The Board and the Association agree that should there be any statutory increase in the amount of an employee's/employer's contributions to the STRS or SERS, whichever is applicable, different from the current ten percent (10%) employee / fourteen percent (14%) employer contribution, the employer shall pick up the statutory increase in the employee's contribution up to two percent (2%) not to exceed a maximum of fourteen percent (14%) employer contribution. This Section shall apply only during the life of this Agreement and shall terminate upon the expiration of this Agreement on June 30, 2015.

J. ATTENDANCE AT SCHOOL EVENTS

Bargaining unit members shall be admitted free to home school events.

K. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The North Central Local Professional Development Committee (LPDC) shall determine whether course work that a district teacher or a district administrator proposes to complete meet the requirements of the State Board of Education Rules found in section 3319-22, et seq. of the Ohio Administrative Code. However, whenever an administrator's coursework plan is being discussed or voted upon, the Local Professional Development Committee shall at the request of one of its administrative members cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

The North Central LPDC policy, procedures, and governance shall not supersede this negotiated agreement. Proposals to the LPDC and approvals/denials by the LPDC shall not override the negotiated agreement.

The LPDC shall be composed of at least five (5) members, a majority of which shall be selected by the North Central Education Association. Members shall be selected for a three-year term with alternate selection.

The LPDC members shall elect its chairperson.

The LPDC members shall determine the meeting times, places, dates, and frequency of meetings to be held.

The LPDC shall determine its rules for voting, planning, or other organizational issues that are in compliance with the Master Contract and O.R.C.

LPDC meetings shall be held outside the regular work day. An LPDC member shall be compensated at the rate of \$40.00 per meeting up to a maximum of \$500 per year for all LPDC activities. The LPDC shall keep confidential all reviews, evaluations, and discussions of Individual Development Plans (IPDP's) and/or course/activity proposals. No documents submitted for consideration by the LPDC shall be used as examples without written permission of the party/parties involved. Minutes are kept by the LPDC and the Board shall provide a confidential secretary to keep and maintain the records.

Appeals of decisions of the LPDC shall be directed to the LPDC Appeals Committee which is separate and apart from the LPDC. The LPDC shall determine the composition of the LPDC Appeals Committee. Should the decision of the LPDC Appeals Committee be unsatisfactory to the teacher member, the member shall have the right to appeal to the State level body.

L. ENTRY YEAR PROGRAM

The Entry Year Program Committee shall be composed of a majority of teachers who are appointed by the Association.

The mentor teacher shall receive release time in order to support his/her inductee and to meet with other mentors in the district.

The inductee shall receive release time to meet with his/her mentor, praxis evaluator and to observe other teachers.

No adverse employment action shall occur as a result of the inductee failing to pass the entry year program.

The Mentor/Inductee relationship shall be confidential.

**ARTICLE XI
FRINGE BENEFITS**

A. HOSPITAL/SURGICAL/MAJOR MEDICAL

The Board shall provide hospital/surgical/major medical coverage for each member of the bargaining unit.

The Board will contribute \$850.00 for family health insurance plan. In the event the employee's share of the premium becomes greater than 15%, the amount of contribution by the Board will be adjusted to ensure that the employee does not contribute more than 15%.

The Board will contribute \$325.00 for single health insurance plan. In the event the employee's share of the premium becomes greater than 15%, the amount of contribution by the Board will be adjusted to ensure that the employee does not contribute more than 15%.

Effective July 1, 2012, in addition to the Board provided health insurance coverage, the Board shall provide High Deductible Health Plan (HDHP) coverage (all as available from the Northern Buckeye Education Council) at the discretion of the employee. The Board will continue to pay the same dollar amount towards the family plan premiums and the single plan premiums that it currently pays for health insurance coverage for all full-time employees choosing the HDHP coverage. The employee will pay the remaining portion of the premium each year, if any.

In the event the employee elects HDHP and the premium is less than the cost of the current coverage, and the employee elects to make contributions to a Health Savings Account (HSA), the Board will match such employee-HSA contribution in an amount not greater than the difference between the amount of the employer-paid premium for the current coverage and the amount of the employer-paid premium for the HDHP for the balance of the school year.

For example, if the Board paid \$100 of the premium for the current plan and the employee chooses to have HDHP coverage, but the premium for the HDHP coverage is \$90, the Board will pay the employee's \$90 premium for the HDHP coverage and put \$10 into the employee's HSA so long as the employee pays \$10 into the HSA as well.

Newly hired employees must work 30 hours per week to be eligible for medical benefits.

The employee may cancel by the 15th of any month during the life of this contract, but will not receive his first reimbursement payment until the following month. The Board does not want any employee to be without health insurance. Therefore, employees who opt to take this incentive may reinstate their coverage in the Board-provided health insurance plans either at the open enrollment period or no later than the third Monday of the month following the loss of that coverage (health insurance through some other source) or the loss of any continuation of that coverage, whichever is later.

the month following the loss of that coverage (health insurance through some other source) or the loss of any continuation of that coverage, whichever is later.

B. GROUP LIFE

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each bargaining unit member for the amount of \$35,000. The full cost of this program and any increases thereof, shall be paid by the Board.

C. DENTAL INSURANCE

For the duration of this contract, the Board shall offer a dental plan or such dental plans offered through the Consortium. The Board shall pay 90% and the employee shall pay 10% of the total premium cost. Effective July 1, 2012, the Board shall pay \$55.00 towards the employee's total premium cost.

D. VISION INSURANCE

The Board shall provide vision insurance (effective July 1, 1999), offered by and through the Northern Buckeye Education Council, for each bargaining unit member and his/her family. Each bargaining unit member shall have the option of a single or a family plan. The plan shall include the following: \$20 Total Co-payment; exams every 12 months; lenses every 12 months; and frames every 24 months. The total cost of the premium is paid by the Board. This plan requires participation by 100% of the bargaining unit members.

E. GENERAL PROVISIONS

1. Part-time certificated bargaining unit members shall be entitled to one of the following options with respect to fringe benefits:
 - a. The Board will pay 90% of cost for a single plan of each insurance selected by the employee;
 - b. The Board will pay a prorated portion of the family plan of each insurance selected by the employee (medical, dental, etc.). The prorated portion to be paid is dependent upon the number of hours worked by the employee; i.e., if a bargaining unit member works half (1/2) time, then the Board would pay half (1/2) of the family premium for any insurance selected by the employee.
 - c. If husband and wife are both part-time bargaining unit members, then the Board will pay 90% of family premium costs for each insurance selected (medical, dental, etc.).

**ARTICLE XII
WORKING CONDITIONS**

A. SCHOOL CALENDAR/WORK YEAR - CERTIFIED STAFF

1. The work year for teachers shall consist of no more than one hundred and eighty-four (184) days.
2. Included in the one hundred and eighty-four (184) days are:
 - a. 180 student days.
 - b. The school year shall include three (3) teacher work days - one at the beginning of the year, one at the end of the year and the equivalent of one (1) workday during the month of August.
 - c. Bargaining unit member(s) will meet the requirement for the one professional development day by submitting an Individual Professional Development Plan (IPDP) to the Local Professional Development Committee (LPDC) for its approval. The IPDP shall include a minimum of six (6) hours of professional development activities.

The day for writing the IPDP shall be eliminated and instead, this shall be made a Professional Development Day at the start of the school year in order to provide training for certified staff. Staff would need to submit IPDP's to the LPDC for approval by a date to be determined. Staff on permanent certificates or licenses would not be required to submit an IPDP.

3. The Liaison Committee shall design no more than three (3) calendar options each year.

The calendar options shall be submitted to a vote of the entire staff. The results of the vote shall be transmitted to the Board for its consideration when adopting the school calendar. The Board shall have the final authority to adopt the school calendar.

B. LENGTH OF WORK DAY - CERTIFIED STAFF

The length of the work day for full time teachers shall be seven (7) hours and fifteen (15) minutes. Part-time teachers shall be present fifteen (15) minutes prior to the beginning of teaching duties and fifteen (15) minutes after the conclusion of teaching duties.

C. WORK YEAR/HOURS - SUPPORT STAFF

The length of the school year and the hours worked for Support staff shall be as follows:

Dishwasher	187 days, Pioneer 4 hrs., 187 days, 2 hrs.
Cooks	187 days, 6 1/2 hrs.
Cafeteria Cashiers	185 days, 2 3/4 hrs.
Bus Drivers	185 days, regular routes 2 1/2 hrs.
H.S. Secretary	206 days, 7 hrs.

Jr. High/Elementary Secretary	206 days, 7 hrs.
Secretary Aide	190 days, 3 hrs.
Librarian Aide/Lunch Room Supervisor	185 days, 6 1/2 hrs.
Custodial staff	260 days, 8 hrs
	186 days, H.S. nights, 7 hrs.;
	186 H.S. & Elem. days, 7 hrs.;
	Elem. nights, 5 hrs.
School Crossing Guard	184 days, 2 1/2 hrs.
Teacher Aide	185 days, 6 1/2 hrs.
E.M.I.S.	200 days, 7 1/2 hrs.

Employees shall have a 30 minute duty-free unpaid lunch period where applicable.

D. WORK WEEK - SUPPORT STAFF

The normal work week for all bargaining unit members shall be Monday through Friday with the exception of night maintenance work. Summer work hours may be different than the work hours during the school year.

E. WORK DAY - SUPPORT STAFF

The normal work day for support staff bargaining unit members designated in "C" above represents only the minimum number of hours/day - some staff may be assigned additional hours by the administration as part of their regular schedule.

F. CHANGES IN WORK DAY - SUPPORT STAFF

Normal working hours will not be changed with less than 48 hours notice unless an emergency situation arises which necessitates shortened notice.

G. RELIEF TIME - SUPPORT STAFF

All support staff bargaining unit members scheduled to work continuously for 3.75 or more hours will be entitled to one (1) fifteen (15) minute break for each 3.75 hours of work they are scheduled.

H. STUDENT DISCIPLINE

Every effort will be made when a conference is necessary on student discipline or due process hearings, to conduct said conference during the drivers paid work hours.

I. USE OF SUBSTITUTES

Part-time employees who wish to be offered substitute assignments shall notify the Central Office and identify the classifications in which they are interested in being a substitute.

J. BUS ROUTE SELECTION

Drivers shall retain the routes from year to year unless a vacancy occurs, a new route is established and the driver bids into the vacant route. The route shall be awarded to the most senior driver who bids and his/her route shall be posted and bid.

The Board shall establish bus routes each year. To start the school year, the bus drivers will be compensated for the same amount of time that was established for the bus route as of the end of the prior school year. If, during the first ten (10) working days, a route gains or loses eight (8) minutes over the established time, the driver will be paid either for an additional 1/4 hour or less 1/4 hour. Any adjustments to bus routes shall be established in increments of 1/4 hour based upon the driving and pre-trip inspection time for the route. If a driver's time is adjusted, the driver shall be notified in writing no less than one (1) week before the adjustment. Bus routes, with the exception of in district routes, shall be re-evaluated regarding the time necessary to run the route at the beginning of the second semester.

Additional adjustments necessary because of students moving in or out of the district may be made during the school year when deemed necessary by the Board or the Bus Supervisor.

Suspension students shall be transported from the school to the suspension facility by a North Central Local School Bus Driver. Drivers interested in driving suspension students will place their name on a rotation list by seniority.

K. BUS ROUTE EQUALIZATION

To the extent possible, bus runs will be equalized according to the following criteria:

1. The number of pupils;
2. Capacity of the bus;
3. Total length of time required to complete the run.

L. BUS DRIVER VACANCY

All bus driver routes shall be filled by seniority from the bus driver classification as provided in Item K above. Any route that becomes open or changed shall be filled within the bus driver classification first and any open available routes selected shall be filled pursuant to Article IV (A). However, any vacancy in bus driver routes shall not be required to be posted if such vacancy occurs between October 1 and the end of the first semester and/or February 1 and the end of the second semester. In such instances, it shall be at the discretion of the Board to either post the route as a vacancy or fill the remainder of the year with a substitute employee.

M. SUMMER WORK

All field trips occurring after the last day for students in June and before the first day for students the succeeding school year shall be offered first to regular interested drivers.

1. There shall be a separate sign-up sheet for summer programs.
2. Summer field trips shall be assigned, on a rotating basis according to seniority, to bus drivers who indicated to the Transportation Supervisor at the end of the school year that they wanted to be included in the rotation for summer trips. A copy of the list shall be sent to the North Central EA President and a copy will be posted at least five (5) days prior to the last day of the school year. The list may be amended up to conclusion of the school year when the final list will be posted. When a summer field trip is assigned, the trip name, destination, date, time, scheduled driver and date of assignment shall be posted on the bulletin board.

N. FIELD TRIP TRANSPORTATION

1. Field trips, for the purpose of this section of this Master Negotiated Agreement means all school trips, such as athletic events, class activities, and club activities involving eight (8) or more students for which transportation is required outside the North Central School District. Buses will be used and driven by the support staff bus drivers employed by the North Central School District.
2. A van will be used for any field trip involving seven (7) students or less for which transportation is required outside the North Central School District. One (1) of the school owned vans will be used and may be driven by the activity advisor or coach upon completion of the necessary state certification. The activity advisor or coach shall not receive compensation for driving the van. If the activity advisor or coach is not state certified to drive the van, the bus driver sign-up procedure of the Master Negotiated Agreement will take precedence.
3. Parents may transport only their child/children to and from field trips. Written notification must be given to the district before the day of the trip.
4. Only support staff employed as bus drivers by the North Central Board of Education shall drive buses for field trips, Suspension Center transportation, and Pre-School transportation.
5. The Suspension Center transportation schedule will be prepared on a monthly basis using rotation by seniority as described in the Master Negotiated Agreement. The scheduled driver shall notify the Transportation Supervisor as soon as possible if unable to drive on dates scheduled in order to maintain transportation coverage.

O. BUS DRIVER EXTRA TRIPS AND SPORTING EVENTS - SIGN UP AND BUMPING PROCEDURES WHICH APPLY DURING EFFECTIVE TIME OF CONTRACT.

Note: Intra district trips will be posted on a voluntary sign-up basis for the remainder of this contract.

1. All extra trip tickets and sport trip sheets will be posted for a period of ten (10) days and shall have the date and time of posting marked on them.
2. Drivers will be responsible for checking the sporting events and extra trip tickets.
3. Field trips shall be posted and offered no more than thirty (30) days in advance of the trip except for extra curricular sports which shall be posted by season and summer trips.
4. Rescheduled events and events which become known within seventy-two (72) hours (such as tournament events) shall be exempt from the posting requirement and offered to the most senior driver available. If it is not filled, then the responsible administrator may use his/her discretion to obtain a driver for the trip.
5. Bumping by seniority will be permitted.
 - a. Bumping will be allowed for five calendar days after posting.
 1. No bumping will be allowed within four calendar days prior to the event.
 2. The driver will mark the date and the time he/she signs for the event.
 3. Extra trip sign up must be done during regular transportation office hours.
6. Bumping will not be allowed outside the above time limits.
7. In the event a field trip is canceled without prior notification being given to the driver and the driver shows up for the trip, such driver shall be paid one (1) hour at the driver's regular rate.
8. When no driver is available for a field trip forty-eight (48) hours after the ten (10) day posting of a trip, the responsible administrator may use his/her discretion to obtain a driver for the trip or has the option to drive the trip himself/herself.
9. When field trips are driven outside normal school hours, the Board shall provide drivers with a contact location, for assistance in breakdown situations.
10. When a driver takes an extra trip that causes him/her to miss his/her regular route, he/she will be docked for the regular route.
11. In the event that a field trip conflicts with a driver's regular bus run, the driver may take that run instead of the regular run. The driver's regularly scheduled run will then be covered by a substitute.
12. The rate of pay for field trips shall be a flat rate on the following schedule:

MILEAGE

PAY

Round trip of 50 miles or less	\$50.00
Round trip between 51 and 100 miles	\$70.00
Round trip between 101 and 150 miles	\$90.00
Round trip between 151 and 200 miles	\$110.00
Round trip between 201 and 250 miles	\$130.00
Round trip between 251 and 300 miles	\$150.00
Round trip between 301 and 350 miles	\$170.00
Round trip between 351 and 400 miles	\$190.00
Round trip between 401 and 450 miles	\$210.00
Round trip between 451 and 500 miles	\$230.00
Round trip of 501 miles and above	\$250.00

When drivers are required to drive an extra trip within the district, the driver shall be paid at the rate of \$10.00 per trip.

13. If a driver is unable to drive for an extra trip or sporting event which he/she assigned for, the driver is responsible for finding a replacement. The replacement will become the most senior driver available from the North Central driver's list. The driver is also responsible for making the transportation supervisor aware of the change.
14. Bus drivers will not be required to serve as chaperones to students on field trips.
15. The drivers must immediately report driving related traffic or criminal offenses to the Transportation Supervisor.

P. TRANSPORTATION - GENERAL PROVISIONS

1. Field trips and extra curricular trips will be paid at the rate shown in the compensation provisions herein for the current school year, with a minimum of one (1) hour of pay or their regular route pay, whichever is greater, even if such trip is canceled, when such cancellation occurs so late that the driver cannot run their regular route. When a field trip is scheduled on a non-school day and the trip cancellation occurs within one (1) hour or less of the scheduled trip departure from the point of student pick-up, such driver will be paid for one (1) hour of pay. Trips that take more than two (2) hours and do not fall between the employee's regular morning and afternoon runs will be paid an additional fifteen (15) minutes for clean-up.
2. The Transportation Supervisor or designee will keep a record of all extra runs. Such record(s) will be made available to the Association bus transportation representative upon request.
3. The school district will provide a bus driver's operation manual to each full-time, part-time or substitute bus driver. Such operations manual will include emergency procedures especially as such procedures relate to injured children or children with special health problems that may require immediate medical attention.

The school district will provide a list of children with special medical problems that may require immediate medical attention. Appropriate training to those bus drivers required to transport such children will be provided so as to enable the bus driver to reasonably handle such emergencies. Each school year, emergency drill training, first aid, and CPR training will be provided to each of the bus drivers and substitutes.

All basic equipment must be securely stored in compliance with applicable sections of the driver's manual and state law.

4. The Board shall provide a fully paid yearly medical examination for each driver at the medical facility designated by the Board.

Should a driver elect to have his/her physical examination at a medical facility different than that designated by the Board, the Board shall pay to the alternate facility an amount equal to the amount paid to the Board designated facility.

The Board shall pay the full CDL renewal fee for each driver.

A newly hired driver who does not already have the appropriate CDL shall have training provided at Board cost and the Board shall pay the full application fee, plus all test charges to obtain the CDL. Reimbursement for a newly hired driver(s) will be made in the first pay following the driver's one year anniversary.

Drivers who attend the Driver Certification Inservice shall be paid their hourly rate for each hour in attendance.

5. Drug/Alcohol Testing

The Board will provide educational materials explaining the requirements of Subpart F, Alcohol Misuse and Controlled Substances Use Information, Training, and Referral (Part VII, pp. 7513-7514) and any drug and alcohol policies and procedures in effect in the district to each person covered by this regulation. In addition, the materials will be posted and be available in the bus garage.

The Board shall pay for the random drug/alcohol test and/or confirmatory test. The Board will pay for the confirmatory test if the results are negative. The employee shall pay for any post-accident or return-to-work tests. The employee shall pay for the confirmatory test if the results are positive.

The Board shall pay the driver one (1) hours pay for time spent on the drug/alcohol tests as long as the test site remains in Williams County. If the test is given outside of Williams County the Board shall pay the driver's regular rate for time spent on the drug/alcohol tests. If the confirmatory test is performed, then the Board shall pay if the test result is negative. If the confirmatory test results are positive, then the employee shall be paid only for the time involved in the random test.

The first time a bus driver tests positive, he/she will be removed from performing safety sensitive functions only until he/she passes a return-to-work test. The employee has the right to an explanation and a due process hearing in order to dispute any information prior to the person being suspended. The employee who

must undergo referral, treatment, and/or evaluation shall use sick leave during this period.

The second time a bus driver tests positive, he/she will be subject to the provisions of Article VI Section D (Employee Discipline).

An employee must utilize a rehabilitation program accredited through the Ohio Department of Alcohol and Drug Addiction Services.

Any employee who is required to attend a rehabilitation program as provided by the district's health insurance coverage shall have the right to be transferred to a non-safety sensitive position for which he/she is qualified, if available, pending the successful completion of the rehabilitation program. The employee is entitled to return to his/her same position when he/she has successfully completed a rehabilitation program, if required. If no non-safety sensitive position, for which the employee is qualified, is available, then the employee may use sick leave, if available, or shall be placed on an unpaid leave of absence.

All testing records shall be maintained under strict confidentiality by the Board except they may be disclosed to the decision maker in arbitration, litigation, or other proceeding initiated by or on behalf of the individual and arising from an alcohol and/or controlled substance test. This information shall not be kept in the personnel file of the employee.

Any employee who either refuses to take a drug or alcohol test or fails that test shall be subject to discipline up to and including possible termination under Article VI (E) in this contract.

6. a. Any bus driver whose normal route or weekday is altered/extended due to unforeseen incidents such as road repairs, vehicle breakdown, etc., shall be compensated in one-quarter hour increments at the driver's hourly rate for such.
- b. To qualify for compensation, the affected driver must file a written request with the Superintendent or Superintendent's designee.
- c. Once the request has been validated, the driver shall be compensated for the extended time pursuant to item "A" above.

Q. HOLIDAYS - NON CERTIFIED

All support staff bargaining unit members shall have such days with pay:

1. Labor Day
2. Thanksgiving
3. Christmas Day
4. New Year's Day
5. President's Day
6. Memorial Day

In addition, support staff employees on eleven and twelve-month contracts will have Independence Day, and day after Thanksgiving with pay.

In the event a holiday falls on a Saturday, the preceding Friday shall be regarded as the paid holiday. In the event a holiday falls on a Sunday, the subsequent Monday shall be regarded as the paid holiday.

R. COMPENSATION FOR HOLIDAY WORK

If the employee is required to work on a paid holiday, he will receive his pay for a normal day plus being paid for the number of hours he actually works.

S. VACATIONS

ELIGIBILITY

Bargaining unit members employed on an 11 or 12-month basis shall receive paid vacation time. Said vacation time may be used at any time during the school year except that vacation time shall not be approved for any custodian during the two (2) weeks immediately following the end of the student instructional year or the two (2) weeks immediately preceding the student instructional year. Any 11 and/or 12-month employee receiving vacation benefits, must utilize at least five (5) days of their vacation time during the academic school year.

AMOUNTS

1. New Staff

New 11 or 12 month staff employees shall accrue vacation at the rate of five/sixths of a day per month for a maximum of ten (10) days per year. Vacation credit is accrued from the first day of service.

2. Other Staff

11 or 12 month staff are entitled to vacations as follows:

One (1) complete year -- two (2) weeks with pay.

Ten (10) complete years -- three (3) weeks with pay.

Fifteen (15) complete years and thereafter -- one day for each year of service to a maximum of twenty (20).

T. CLASS SIZE

As a guideline, the North Central Board of Education will attempt to maintain a K-12 and K-4 pupil-teacher ratio of 25-1 in regular classes. The guidelines for numbers of students in special education programs will attempt to follow the state regulations. These guidelines will be considered when master schedules are developed for each school year.

U. DUTY-FREE LUNCH

Each employee scheduled more than four (4) hours per day shall be entitled to no less than a thirty (30) minute duty-free lunch period.

V. PLANNING AND CONFERENCE TIME

1. Full-time (3/4 time or more) certificated members of the bargaining unit within the elementary buildings shall be provided no less than two hundred (200) minutes per week as planning and conference time.
2. Full-time (3/4 time or more) certificated members of the bargaining unit who teach grades seven through twelve shall be provided a minimum of one (1) planning/conference period per day.
3. Part-time (1/2 time to 3/4 time) certificated members of the bargaining unit will receive planning and conference time in pro-ratio to full-time status. Bargaining unit members employed less than one-half (1/2) time shall not receive any planning or conference time.

W. SAFE WORKING CONDITIONS

Employees shall not be required to work under unsafe or hazardous conditions (as defined in Chapter 4167 of the Ohio Revised Code) or to perform tasks which endanger their health, safety, or well-being.

When buildings are closed because of emergencies, unsafe, or hazardous conditions that day/days will be considered a calamity day/days.

All employees shall be paid their appropriate rate of pay for all days or part of a day when the schools are closed owing to an epidemic, weather or other public calamity. If there is an operational problem which closes the school, twelve (12) month employees may be required to work.

If required to work on a calamity day, an employee shall be paid for all hours worked in addition to their regular pay for the day.

Employees shall not be required to make up calamity days unless they exceed five (5) days in a given school year.

X. REPRESENTATION RIGHTS

Whenever any employee is required to meet with any employer representative concerning any matter which could lead to disciplinary action, the employee shall be given reasonable, prior, written notice of the time and nature of the meeting and shall be entitled to have an Association representative present. Said meeting shall not be scheduled at a time and/or place resulting in the bargaining unit member being unable to have his/her representative present.

Y. COMPENSATORY TIME

1. Overtime

Employees shall be paid at time and one-half for:

All hours actually worked in excess of forty (40) hours per week.

All hours worked on Saturday.

Employees shall be paid double time for all hours worked on a Sunday or holiday.

2. Regular Work Schedules

An employee's regular work schedule shall not be adjusted to avoid overtime.

3. Compensatory Time

An employee may choose to use compensatory time in lieu of overtime pay. Compensatory time shall be granted at the rate of one and one-half the actual number of hours worked for all situations in the first paragraph of this section.

Compensatory time may be accumulated to a maximum 240 hours.

Compensatory time usage requests may be limited to only one employee per building at a time if operational needs necessitate such a limitation.

4. Subdivision of Bargaining Unit

There shall be no division of bargaining unit work into half time or other multiple fractional positions where a full time employee could fill such position except where current employees only desire part-time employment and the employer is, therefore, compelled to complete the assignment or position by hiring yet another part-time employee.

Z. INCLUSION

Classroom teachers who have assigned to their class a student who has been identified as handicapped under the Individual with Disabilities Act (IDEA), other than specific learning disability and/or speech, shall be part of the student's team which develops the student's Individualized Educational Plan (IEP) and have direct input into the student's IEP. Additionally, such teachers shall be provided training, inservice programs and professional assistance to enable the teacher to implement the student's IEP. Such training, inservice programs, and/or professional assistance shall be provided on release time or the teacher shall be paid his/her hourly rate for the time involved. Teachers shall not be required to perform any medical procedures except first aid on a student or perform custodial care (i.e. diapering).

ARTICLE XIII
ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties. This Agreement is subject to amendment, alterations or additions, only by a subsequent written agreement between and executed by the Bargaining Unit and Board. Any amendment, alterations or additions addressed by the Bargaining Unit and Board will be resolved within thirty (30) days of written agreement that an issue needs to be addressed. Any portion(s) of this Agreement found contrary to law will be mutually revised by the parties within thirty (30) days of finding(s). Issues not resolved within thirty (30) days will be referred to Article I Section F-2 of this Agreement.

ARTICLE XIV
DURATION

This Agreement shall be effective as of July 1, 2011, and shall continue in effect until June 30, 2015.

By Shane Martin
President of the Board

By Penny L. Miller
President N.C.E.A.

and Jim Smelt
Treasurer of the Board

and Ashley E. Rice
Secretary N.C.E.A.

DISTRICT

ASSOCIATION

Karen M. Brown
Team Member

Lon E. Dentis
Team Member

Anna Gelf
Team Member

Team Member

Craig McKam
Team Member

Team Member

APPENDIX A

NORTH CENTRAL LOCAL SCHOOLS
TEACHERS' SALARY SCHEDULE INDEX
2011-2015

	<u>BA</u>	<u>150</u>	<u>MA</u>
0	1.0000	1.0550	1.1300
1	1.0475	1.1000	1.1825
2	1.0900	1.1450	1.2350
3	1.1325	1.1900	1.2875
4	1.1750	1.2350	1.3400
5	1.2175	1.2800	1.3925
6	1.2600	1.3250	1.4450
7	1.3025	1.3700	1.4975
8	1.3450	1.4150	1.5500
9	1.3875	1.4600	1.6025
10	1.4300	1.5050	1.6550
11	1.4725	1.5500	1.7075
12	1.5150	1.5950	1.7600
13	1.5575	1.6400	1.8125
16	1.6000	1.6850	1.8650
19	1.6425	1.7300	1.9175
22	1.6850	1.7750	1.9700
25	1.7275	1.8200	2.0225
27	1.7700	1.8650	2.0750
29	1.8125	1.9100	2.1275

**NORTH CENTRAL LOCAL SCHOOLS
TEACHERS' SALARY SCHEDULE
Base Salary \$30,159**

2011-2015

	<u>BA</u>	<u>150</u>	<u>MA</u>
0	\$30,159	\$31,818	\$34,080
1	\$31,592	\$33,175	\$35,663
2	\$32,873	\$34,532	\$37,246
3	\$34,155	\$35,889	\$38,830
4	\$35,437	\$37,246	\$40,413
5	\$36,719	\$38,604	\$41,996
6	\$38,000	\$39,961	\$43,580
7	\$39,282	\$41,318	\$45,163
8	\$40,564	\$42,675	\$46,746
9	\$41,846	\$44,032	\$48,330
10	\$43,127	\$45,389	\$49,913
11	\$44,409	\$46,746	\$51,496
12	\$45,691	\$48,104	\$53,080
13	\$46,973	\$49,461	\$54,663
16	\$48,254	\$50,818	\$56,247
19	\$49,536	\$52,175	\$57,830
22	\$50,818	\$53,532	\$59,413
25	\$52,100	\$54,889	\$60,997
27	\$53,381	\$56,247	\$62,580
29	\$54,663	\$57,604	\$64,163

STIPEND:

For 2011-2012, \$1,000 stipend for each member who does not receive a step increase.

For 2012-2013, 2013-2014, and 2014-2015, stipend for each member who does not receive a step increase will be \$750.00. Stipend prorated to a full-time position (Certified – 7.25 hours; Support Staff – 8.0 hours).

Stipend will be paid in twenty-six (26) pays as part of the regular salary for 2011-2012.

Stipend will be paid in twenty-four (24) pays as part of the regular salary for 2012-2013, 2013-2014, and 2014-2015.

**North Central Local Schools
Support Staff Salary Schedule**

Bus Drivers:

Experience	Increment	Hourly Rate 2011-2015
0	1.000	\$14.65
1	1.045	\$15.31
2	1.085	\$15.90
3	1.125	\$16.48
4	1.165	\$17.07
5	1.205	\$17.65
6	1.245	\$18.24
7	1.285	\$18.83
8	1.325	\$19.41
10	1.365	\$20.22
12	1.405	\$20.58
14	1.445	\$21.17

- A. Substitute - hourly rate "0" step. If a substitute bus driver drives thirty (30) consecutive days during the year, he/she shall be placed at the step comparable to his/her experience as a substitute bus driver on the thirty-first day.
- B. Call-in Time - no route - only after five (5) days, beginning the sixth (6th) day for the first hour \$2.00 and 2nd hour \$2.00.

School Secretaries:

Experience	Increment	Hourly Rate 2011-2015
0	1.000	\$12.24
1	1.045	\$12.79
2	1.085	\$13.28
3	1.125	\$13.77
4	1.165	\$14.26
5	1.205	\$14.75
6	1.245	\$15.24
7	1.285	\$15.73
8	1.325	\$16.22
10	1.365	\$16.71
12	1.405	\$17.20
14	1.445	\$17.69

Dining Room Supervisors, Crossing Guard:

Experience	Increment	Hourly Rate 2011-2015
0	1.000	\$8.93
1	1.045	\$9.33
2	1.085	\$9.69
3	1.125	\$10.05
4	1.165	\$10.41
5	1.205	\$10.76
6	1.245	\$11.12
7	1.285	\$11.48
8	1.325	\$11.84
10	1.365	\$12.19
12	1.405	\$12.55
14	1.445	\$12.91

Aides, Cafeteria, EMIS:

Experience	Increment	Hourly Rate 2011-2015
0	1.000	\$10.05
1	1.045	\$10.50
2	1.085	\$10.90
3	1.125	\$11.30
4	1.165	\$11.70
5	1.205	\$12.11
6	1.245	\$12.51
7	1.285	\$12.91
8	1.325	\$13.31
10	1.365	\$13.71
12	1.405	\$14.12
14	1.445	\$14.52

- A. Substitute employees will receive hourly rate at "0" experience.
- B. Call-in time - only after 5 days, beginning the 6th day for the first hour \$2.00 and second hour \$2.00.
- C. EMIS Coordinator has a 35% plus factor.

Custodian:

Experience	Increment	Hourly Rate 2011-2015
0	1.000	\$14.52
1	1.045	\$15.18
2	1.085	\$15.76
3	1.125	\$16.34
4	1.165	\$16.92
5	1.205	\$17.50
6	1.245	\$18.08
7	1.285	\$18.66
8	1.325	\$19.24
10	1.365	\$19.82
12	1.405	\$20.41
14	1.445	\$20.99

APPENDIX B

E.D. SCHEDULE
July 1, 2011 – June 30, 2015

		<u>Experience</u> <u>0-8 years</u>
E.D. 1	Boys Head Varsity Basketball	.150
E.D. 2	Boys J.V. Basketball	.090
E.D. 3	Boys Freshman Basketball	.070
E.D. 4	8th Grade Boys Basketball	
E.D. 5	7th Grade Boys Basketball	
	*each grade separate	.070
	*if one person does both	.110
E.D. 8	Varsity Baseball	.120
E.D. 9	Assistant Baseball	.060
E.D. 10	Softball	.120
E.D. 11	Assistant Softball	.060
E.D. 12	Track	.120
E.D. 13	Assistant Track	
	*if one person does both, then	.080
	*if two people, each receive	.060
E.D. 13	Jr. High Track	
	*if one person does both, then	.080
	*if two people, each receive	.060
E.D. 14	Golf	.120
E.D. 15	Cross Country	.120
E.D. 16	Girls Basketball	.150
E.D. 17	J.V. Girls Basketball	.090
E.D. 18	Jr. High Girls Basketball	
E.D. 18	7th Grade Girls Basketball	
E.D. 18	8th Grade Girls Basketball	
	*each grade separate	.070
	*if one person does both	.110
E.D. 19	Volleyball	.120
E.D. 20	Assistant Volleyball	.080
E.D. 21	Jr. High Volleyball – 8th Grade	.060
	Jr. High Volleyball – 7th Grade	.060
E.D. 23	Faculty Manager (Jr. High)	.070
E.D. 24	Cheerleader Advisor (Varsity and J.V.)	.080
E.D. 25	Cheerleader Advisor (Freshman)	.025
E.D. 26	Cheerleader Advisor (Jr. High)	.040
E.D. 27	Summer Band and Pep Band	.085
E.D. 28	Musical Production/Play Instrumental and/or Vocal Dept. One Major Production or Two One Act Plays	.055
E.D. 29	Ticket Seller (all H.S. sports events)	.070
E.D. 30	Ticket Seller (all Jr. High and 9 th grade sports events)	.050
E.D. 31	Annual Director & Advisor	.110
E.D. 32	Summer Librarian (2 weeks)	.075
E.D. 33	Summer Librarian (1 week)	.040

Experience
0-8 years

E.D. 34	Class Sponsors	
	Senior	.030
	Senior	.030
	Junior	.050
	Junior	.050
	Sophomore	.030
	Freshman	.030
E.D. 35	Educational Clubs:	
	High School Student Council	.040
	Jr. High Student Council	.030
	Honor Society	.020
	Future Teachers Club (F.T.C.)	.020
	Library Club/S.W.A.T	.020
	Spanish Club	.020
	H.S. Quiz Bowl	.025
	J.H. Quiz Bowl	.020
	Elem. Quiz Bowl	.020
	Drama Club	.020
	H.S. S.O.A.R. Advisor	.020
	Jr. High S.O.A.R. Advisor	.020
	S.A.D.D. Advisor	.020
	Just Say NO Club Advisor	.020
E.D. 37	H.S. Faculty Manager (Temporary. Only in effect if the Athletic Director's position is being handled by an administrator)	.170
E.D. 39	Safety Patrol	.020
E.D. 40	C.A.R.E. Coordinator	.080
E.D. 41	Newsletter	.080
E.D. 42	Jr. High Cross Country	.060
E.D. 43	Saturday School (Individual's Hourly Rate)	
E.D. 44	Jr. High Golf	.060
E.D. 45	Summer Intervention Instructor	\$30.00 per hour
E.D. 47	Summer Intervention Coordinator	.030
E.D. 48	Entry Year Mentor	\$300.00
E.D. 49	Entry Year Coordinator	\$1,500.00
E.D. 50	Early Bird Choir	.050
E.D. 51	ERate Preparation	.030

1. Percentage will be applied to the B.S.-B.A. Degree Schedule based on years of experience at the North Central Local School or previous Head Coaching experience in that sport (see 2 below).
2. Experience will be evaluated and accepted prior to placement. No one will be placed beyond the second step (1) unless they have had previous Head Coaching experience in that sport.
3. Assistants shall be hired as a program needs necessitate, based on concerns of the coach, athletic director, and/or administration.

4. If E.D.'s are shared, the index shall be divided proportionately among individuals.
5. The assignment of E.D.'s is solely the Board's responsibility.
6. Coaching experience is computed in each sport except when you move to head coach position. For example, experience as coach of Jr. High basketball, 9th grade basketball, and/or JV basketball count as basketball coaching experience. However, that experience cannot be used as credit when a person moves to a head coach position.
7. Experience as a head coach in a sport will count as experience if the person moves to a JV, 9th grade, or Jr. High position in that sport.
8. If a person who has an extra duty position, either coaching in the same sport or separate categories or advisor, leaves for a period from one to five years, he/she would not lose his/her experience when they return to that position. However, if the person is out for more than five years, he/she will return to that position with no experience.