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STATE EMPLOYMENT
RELATIONS BOARD

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**NEGOTIATED
AGREEMENT**

between the

**NEW PHILADELPHIA
EDUCATION ASSOCIATION**

and

NEW PHILADELPHIA BOARD OF EDUCATION

August 1, 2011 – July 31, 2014

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ARTICLE 1 – RECOGNITION

1.01 Preamble

This Agreement is made by and between the New Philadelphia City School District Board of Education, hereinafter referred to as the Board, and the New Philadelphia Education Association, hereinafter referred to as the “Association.”

1.02 Recognition

The Board recognizes the Association as the sole and exclusive bargaining agent for all certificated personnel in the school district, including tutors, except confidential employees, casual substitutes, supervisors, and administrative personnel as defined in O.R.C. §4117.

ARTICLE 2 – PROFESSIONAL NEGOTIATIONS

2.01 Inaugurating Negotiations

A. A written request for negotiations may be submitted by the teachers’ organization to the Superintendent, or by the Superintendent to the Association not earlier than one hundred and twenty (120) days prior to the expiration of the existing agreement.

1. The parties shall bargain all matters pertaining to wages, hours, or other terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Agreement between parties.
2. A list of persons who will participate in negotiations will be submitted.

2.02 Conducting Negotiations

A. Meetings

Meetings between representative(s) of the Association and the Superintendent or his official representative(s) will be scheduled for a mutually satisfactory time within three (3) weeks after the initial request.

1. There will be a mutual exchange of packages at the first negotiations session. In the event that business is left unfinished at any meeting, another meeting must be scheduled within ten (10) calendar days unless a later date is mutually agreed to by the parties.
2. A consultant may be used by either party if deemed advisable.
3. During the period of consideration, interim reports of progress may be made to the Association organization by its representative(s) and to the Board by the Superintendent.
4. While private negotiations are in process, observers may be admitted by mutual consent only and any releases prepared for news media must be approved by both groups.
5. In the event that consensus is not reached within forty-five calendar (45) days of the initial meeting, the parties are at impasse and shall proceed to Section C.2 unless mutually agreed otherwise.

B. Reporting

1. When the participants reach a consensus, a joint report will be prepared.
2. In the event a consensus is not reached on all items, reports may be presented to the Board by either or both parties and by the Board or the Superintendent to the Association and other teachers. Parties shall advise the other party of their intent prior to the reporting.

C. Action

1. When a joint report on which consensus has been reached is presented:
 - a. The Association shall submit the joint report to its membership within seven (7) calendar days for ratification.
 - b. Upon receipt of written notice of ratification from the Association the joint report shall be submitted within fourteen (14) calendar days to the Board for approval.
2. When the representatives of the Association and the Board Negotiator cannot reach agreement either the Board or the Association may request the services of a mediator from the Federal Mediation and Conciliation Services, Cleveland, Ohio.

3. Board of Review

In the event that agreement is not reached with the Board as per section 2, either the Board or the Association may request that a Board of Review be created.

Review will be created within twenty-eight (28) calendar days unless both parties agree to a later date.

- a. The Board of Review consisting of three (3) members will be created in the following manner:
 - (1) The Board will select one member.
 - (2) The Association will select one (1) member.
 - (3) The two members selected shall use the following method to select a third member, who shall serve as chairperson: After conferring, either member may request the Federal Mediation and Conciliation Services, Washington, D.C., to submit list of seven (7) nominees. From this list each member will have the right to strike one name until one name remains. This person shall be the Chairperson. The striking of the first name will be determined by the toss of a coin.
- b. The Board of Review will have authority to hold hearings and to confer with any parties deemed advisable in seeking to affect a recommendation to the Board and the Association.
- c. All hearings conducted by the Board of Review shall be in closed session.
- d. Whatever conclusion that the reviewing board may arrive at can be only advisory or in the nature of recommendations to the Board and Association.

- e. The Association and the Board shall be responsible for the cost, including expenses, if any, of their respective member on the Board of Review.
- f. The cost, including expenses, if any, of the chairperson shall be shared equally by the parties.
- 4. The above sections (C) (2) and (3), represent the agreement between the parties to resolve disputes in negotiations under ORC §4117 (C) (1) (f). This agreement supersedes the procedures for dispute resolution in ORC §4117.14.
- 5. The Association reserves its right to invoke the provisions of ORC §4117.14 (D) (2) should the dispute resolution procedure be unsuccessful.

ARTICLE 3 – BOARD OF EDUCATION RIGHTS

- 3.01 Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Section 4117 of the revised code impairs the right and responsibility of each public employer to:
 - A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employers, standards of services, its overall budget utilization of technology, and organizational structure;
 - B. Direct, supervise, evaluate or hire employees;
 - C. Maintain and improve the efficiency and effectiveness of governmental operations;
 - D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - E. Suspend, discipline, demote, or discharge for just cause, or lay off transfer, assign, schedule, promote, or retain employees;
 - F. Determine the adequacy of the work force;
 - G. Determine the overall mission of the employer as a unit of government.
 - H. Effectively manage the work force;
 - I. Take actions to carry out the mission of the public employer as a governmental unit.
- 3.02 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as effect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 4 – ASSOCIATION RIGHTS

- 4.01 The Association shall have the sole and exclusive rights to:
 - A. Have the right to insert materials in the teachers' mailboxes.

- B. Make use of bulletin boards or display areas which are in the teachers' lounges for Association communications. The Administration will designate bulletin boards or display areas for Association communications in buildings that do not have teachers' lounges.
- C. Be given reasonable time at each faculty meeting for announcements by building representatives.
- D. Announcements may be read over the school P.A.
- E. Have the right to use the inter-school mail service for NPEA communications.
- F. Have the exclusive right to payroll dues deductions as provided for herein.
- G. Be provided the names and addresses of newly employed teachers following Board approval of their contract.
- H. Have the right to hold general membership meetings, committee meeting and building membership meetings on school property at reasonable times and so long as there is no cost to the Board.
- I. Have Association members visibly display a standard emblem on bulletin boards in lounges or association members' mailboxes at the member's option.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 General Provisions

- A. A "grievance" is a claim by a teacher(s) based upon an event which affects a condition of employment of a teacher or group of teachers involving an alleged violation, misinterpretation, or misapplication of any provisions of this Agreement.
- B. An "aggrieved" person is a teacher(s) or the Association having a grievance.
- C. "Days" shall be defined as days when teachers are assigned to their regular teaching duties. During the time when school is not in session, a "day" shall be a work day except for holidays.
- D. The purpose of the grievance procedure is to secure a proper solution to grievances at the lowest possible level.
- E. Grievances should be processed rapidly.
- F. A grievant may elect not to have a representative, however, any representation must be provided by the Association. A grievant may be represented at all stages of the grievance procedure by not more than three (3) individuals.
- G. The Association shall have the right to have its representatives present at the stages of the grievance procedure affecting a bargaining unit member beginning with Stage 2; however, no teacher shall be required to be represented by the Association.
- H. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

- I. Reference to the "Superintendent" shall include an "Acting Superintendent" if a superintendent has not been appointed by the board.
- J. A grievance shall be deemed waived unless it is submitted in writing within twenty (20) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- K. Nothing contained in this procedure shall be construed as limiting the individual right of any employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

5.02 Stage 1 - Informal Procedure

A person having a grievance will discuss it with his supervisor(s), either directly or with a representative, with the objective of resolving the matter informally. The aggrieved shall state in writing to the supervisor prior to the discussion that the discussion is in the Informal procedure level of the Grievance Procedure. If the grievance is submitted through a representative, the aggrieved must be present during the discussions of the grievance.

5.03 Stage 2

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within seven (7) days after the written grievance is presented to him, the supervisor shall render a written decision and present it to the aggrieved, his representative and the Association President.

5.04 Stage 3

- A. If the grievant is not satisfied with the decision at the conclusion of Stage 2 and wishes to proceed further under this grievance procedure, the aggrieved shall, within seven (7) days after receiving the written decision in Stage 2, file a written appeal of the decision at Stage 2 with the Superintendent. Copies of the written decision at Stage 2 shall be submitted with the appeal.
- B. Within seven (7) days after receipt of the appeal of the aggrieved, the Superintendent or his representative, other than aggrieved supervisor, shall hold a hearing with the aggrieved.
- C. The Superintendent shall render a decision in writing to the aggrieved and to the Association President within seven (7) days after the conclusion of the hearing.

5.05 Stage 4

- A. If the aggrieved and the Association are not satisfied with the decision at Stage 3 and the aggrieved and the Association determine that appealing it is in the best interest of the school system, the grievance may be submitted to binding arbitration. The Association shall inform the Superintendent of the demand for arbitration within ten (10) days of the receipt of the Stage 3 decision. The Association and the Board shall utilize the services of the American Arbitration Association to provide a list of arbitrators. The arbitrator shall be selected pursuant to American Arbitration Association rules. The costs incurred for the arbitrator shall be equally shared by the Board and the Association. The decision of the arbitrator shall be binding upon all parties. The arbitrator shall not have the power to add to, subtract from, or otherwise alter the terms and conditions of this Agreement.

ARTICLE 6 – CONTRACT YEAR AND INSERVICE DAYS

- 6.01 The number of contract work days in a school year for members of the bargaining unit shall be one hundred eight-four (184) days. Four (4) of these work days will be designated by the administration. Except as otherwise provided in this Agreement, the length of the work day shall not exceed seven (7) hours and thirty (30) minutes.
- A. Effective for the 2007-08 school year, for elementary school, the work day will begin twenty-five (25) minutes prior to the bell which starts the student day and continue five (5) minutes after the dismissal of students.
 - B. For high school and middle school, the work day may begin no more than fifteen (15) minutes prior to the bell which starts the student day and continue no more than fifteen (15) minutes after the dismissal of students.
 - C. Those bargaining unit members who are responsible for monitoring before and after school bus loading and unloading outside the work day shall be issued a supplemental contract for two days pay for the school year. The two days pay shall be based on the employee's per diem salary.
 - D. Bargaining unit members will be required to attend two (2) school sponsored weekday evening activities. Unit members will be notified on the first workday of the two (2) evening activities they are required to attend by the building principal.
- 6.02 All full time members of the bargaining unit shall receive a minimum of two hundred (200) minutes of planning and preparation time per week.
- 6.03 All members of the bargaining unit shall receive at least thirty (30) minutes of uninterrupted, duty free lunch time during the work day.
- 6.04 No more than sixty (60) minutes per month beyond the work day shall be established for building staff meetings.
- 6.05 To increase the relevancy and flexibility of inservice days, a cooperative effort shall be made to obtain and implement the content and format of inservice days during the school year.
- 6.06 A committee composed of three (3) bargaining unit members appointed by the Association President, and three (3) administrators appointed by the Superintendent shall be responsible for developing, planning and promoting inservice programs which meet the specified needs of the teachers within the district. The committee shall meet no fewer than three (3) times per year.
- 6.07 Non-instructional duties (e.g. lunchroom, playground duty, etc.) that are to be performed during the workday will be enumerated and equitably distributed among unit members assigned to each building. Bargaining unit members shall be permitted to split and/or share their duties with the understanding that at no time will children be left unsupervised.

ARTICLE 7 – LEAVES OF ABSENCE

7.01 Professional Improvement and Sabbatical Leave

The Board agrees to provide teachers the opportunity for an unpaid leave of absence not to exceed two (2) consecutive school years for the purpose of professional improvement or sabbatical

reasons. Such leave may be approved at the discretion of the Board for individuals with at least three (3) years of continuous service in the school district, except that a staff member who has taken an unpaid professional improvement or sabbatical leave of absence must complete five (5) years of continuous service since returning from such leave. No more than two percent (2%) of the staff may be on unpaid leave of absence during any one (1) school year.

7.02 Maternity and Child Care Leave

The Board agrees to provide teachers maternity and child care leave of absence without pay as set forth below:

- A. A maternity leave due to illness or disability related to pregnancy, childbirth or recovery therefrom shall be approved for the balance of the school year in which the birth of a child is expected unless such leave is earlier terminated as hereinafter provided.
- B. A child care leave shall be approved for one (1) additional school year upon request of the teacher to the Superintendent, made not later than April 1st preceding the year for which such leave is requested.
- C. When the teacher desires to terminate such leave, application for reinstatement may be made to the Superintendent by said teacher at any time during the school year. The teacher shall be considered for reinstatement during the school year for a vacancy occurring in a position for which she holds certification.
- D. Upon return from child care leave the teacher shall be entitled to reinstatement to the same contractual status which was held prior to the leave, and to a position for which the teacher holds valid certification.
- E. If a reduction in force (RIF) takes place while the teacher is on leave, the teacher is subject to the RIF policy and C and D of the above may not apply.
- F. A teacher on child care leave may continue to participate in those insurance benefits which are provided to other teachers by advance monthly payment to the Treasurer's Office of the group rate.
- G. A teacher who is adopting an infant child (infant child is defined as 5 years old or younger) shall be entitled to unpaid leave under this section.

7.03 Personal Leave

- A. Personal leave will be available to each employee limited only as follows:
 - 1. No more than ten percent (10%) of the Elementary staff and five percent (5%) of the High School and Middle School staff can be out of a given building on the same day. (When an emergency situation arises on a given day, personal leave exemptions to the 10% and 5% will be granted by the superintendent).
 - 2. The building principal must be given as much advance notice as possible prior to a personal leave day being taken.

- B. Personal leave days cannot be used:
 - 1. During the first two (2) or last two (2) student days of the school year.
 - 2. On Parent-Teacher Conference Days.
 - 3. On required in-service education days.
- C. Each regular employee shall be granted up to two (2) days of personal leave per school year at the employee's regular compensation. Requests for personal leave shall be made to the Superintendent at least five (5) working days in advance of the anticipated absence on the form prescribed by the Board. In case of emergency, requests to the Superintendent shall be made as far in advance of the absence as is practicable in order that proper arrangements for handling the employee's duties can be made. If circumstances make the five day advance request impossible, the employee shall notify the Superintendent of the reasons for leave under this policy as soon as is practicable, and approval by the Superintendent or the Superintendent's designee will, when appropriate, be granted after the fact.
- D. Any unused personal leave days shall be added to the sick leave accumulation up to the maximum number of days set forth in Article 7.04(B).
- E. One (1) additional restricted day may be granted in cases of emergency. at the discretion of the Superintendent.

7.04 Sick Leave

- A. Each teacher shall earn sick leave at the rate of one and one-quarter (1¼) days per month. Fifteen days maximum per year.
- B. The ceiling on accumulated sick leave for the 2009-10 school year shall be two hundred fifty-six (256) days and for the 2010-11 school year shall be two hundred sixty (260) days.
- C. Teachers new to the district may transfer accumulated sick leave from their last Ohio Public Agency in an amount not to exceed the total allowed by the New Philadelphia City School District.
- D. Should an employee have absences due to illness of more than his total accumulated sick leave, such employee will be granted an advancement of sick leave to a maximum of five (5) days, if requested, except that the number of days advanced shall not exceed the days of sick leave that can be accumulated before the end of the current school year.
- E. If the employee should resign, be placed on leave of absence, or become deceased before this advancement of sick leave has been earned back, such unearned sick leave shall be deducted from final adjusted pay.
- F. Teachers may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Immediate Family Defined:

Immediate family shall include: spouse, children, step-children, step-parents, parents, in-laws, brother, sister, grandchildren, grandparents, aunts and uncles or a relative living in the household, or persons with whom the employee has a custodial or guardian relationship.

- G. Extended or chronic absences may require medical verification at the request of the superintendent. Extended absence is defined as five (5) consecutive days of absence. Chronic absence is defined as fifteen (15) days cumulative absences within a school year. In addition, when the Superintendent suspects abuse or falsification of sick leave, he/she may require medical verification of the need for sick leave. Verification is defined as a statement from the doctor as to the nature of the illness and duration of the absence.
- H. The employee shall be required to certify that he/she is using sick leave in accordance with this provision.

7.05 Assault Leave

A teacher who is absent due to physical or emotional disability documented in writing by the employee's physician, resulting from a physical assault which occurred while the teacher was performing in the confines of their employment, assignment or duties shall be granted up to thirty (30) days of assault leave at full pay and benefit status. A maximum of thirty (30) additional days of assault leave may be granted by the Board. Assault leave shall not be deducted from accrued sick leave. Assault leave shall be granted in accordance with policy and rules established by the Board.

7.06 Association Leave

The Association shall be granted a total of ten (10) days annual leave for representatives to attend professional business meetings. This leave is non-accumulative. The Board will pay the expenses of the substitute. The Association will be responsible for the expense of the representative(s) at such meetings.

The Association President shall notify the District if the President is not the teacher using Association leave.

7.07 Sick Leave Bank

A sick leave bank shall be established in order to provide members of the sick leave bank additional sick leave. For the 2009-10 school year, employees who are not members of the sick leave bank may become a member by donating one (1) sick day by November 1, 2009. Any current employee who does not opt to join by November 1, 2009 shall not be permitted to participate in the bank for the duration of this agreement. No further sick leave donations are required to remain a participant for the life of this contract. Any employees new to the district may become a participant at the time of employment by making a one-time, one day donation to the bank. Once the sick leave bank reaches one thousand three hundred fifty (1,350) days or less, the maximum days the bank will hold shall be one thousand three hundred fifty (1,350) days.

Once the number of days in the bank drops below one thousand three hundred fifty (1,350) days, any member of the bargaining unit or administration may become a member of the sick leave bank by donating up to three (3) days of his or her accumulated sick leave on an annual basis until the number of days reaches one thousand three hundred fifty (1,350). Once the number of days reaches one thousand three hundred fifty (1,350) days, the procedures set forth in paragraph 1 will

be in effect. However, any new employees will have a period of thirty (30) days from the date of being notified of the right to donate days to donate one (1) day of sick leave to the bank. This sick leave donation will occur during the month of October. Should the bargaining unit member wish to make an additional contribution to the bank they may make a voluntary contribution of up to three (3) days each February.

1. Any member of the bargaining unit or administration may become a member of the sick leave bank by donating up to five (5) days of his or her accumulated sick leave on an annual basis. This sick leave donation will occur during the month of October. Should the bargaining unit member wish to make an additional contribution to the bank they may make a voluntary contribution of up to five (5) days each February.
2. Members of the bargaining unit or Administration may withdraw from participation in the bank at any time, but the days they have donated are not refundable to them.
3. Only members of the sick leave bank are eligible to receive sick leave bank benefits.
4. Members of the sick leave bank are eligible to draw up to ninety-two (92) days per year from the bank if: (1) all of the individual's accumulated sick leave, unrestricted personal leave, and available sick leave advance, has been utilized; (2) the member has been absent for a minimum of twenty (20) consecutive work days; (3) the individual is a member of the sick leave bank.
5. A sick leave bank committee shall be formed to oversee the bank. Two (2) representatives shall be designated by the Association President and two (2) representatives shall be designated by the Superintendent, of which the Superintendent may be one. The committee shall have the authority to confirm the request for sick leave with the member's physician.
6. The Board shall remit the regular salary to the sick leave bank member and shall assume all costs for the administration for the sick leave bank.
7. The sick leave bank can be used for a maximum of ten (10) days for paternity or maternity leave.

7.08 Jury Duty/Court Leave

Members of the bargaining unit who are subpoenaed for either jury duty or to serve as a witness in a court proceeding in which the employee or the Association is not plaintiff or in which the Board is not a defendant shall be granted paid leave for the duration of time necessary to complete their obligations. Any payment received for either jury duty or as a witness shall be transmitted to the Board of Education. If in the event the Association and/or members of the bargaining unit are plaintiffs and the Board and/or members of the administration are defendants, release time will be provided to members of the bargaining unit for the time necessary to appear and testify, and the Association shall cooperate with the Superintendent in the scheduling of such release time to minimize classroom absences.

7.09 Family Medical Leave

- A. In order to be eligible, an employee must have completed twelve (12) months of service to the school district.

1. The maximum allowable leave under this provision shall be twelve (12) weeks during any twelve (12) month period.
2. Qualifying use for leave under this provision include:
 - a. The birth and care of a child. (Must be used within the first twelve (12) months of birth.)
 - b. The adoption or placement of a child in foster care. (Must be used within the first twelve (12) months after adoption or placement.)
 - c. The care for a spouse, child, or parent who has a serious health condition if verified by the health care provider. Family medical leave cannot be taken to care for a parent-in-law.
 - d. The employee's own serious health condition which makes him/her unable to perform his/her job functions.

B. Procedures for the Family Medical Leave

1. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the education process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he/she requests a medical leave.
2. An employee is required to first use available paid leave, sick leave (if for an appropriate personal/sick leave purpose). Paid leave can satisfy part or all of the twelve (12) week family medical leave.
3. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his/her leave.
4. Serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves: a) inpatient care in a hospital, hospice or residential medical facility or b) continuing treatment by a health care provider.
5. If a husband and wife are employed by the Board, and are eligible for family medical leave, their combined amount of leave for birth, adoption, foster care placement and parental illness is limited to twelve (12) weeks.
6. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, Board and the Employee.
7. Upon returning from family medical leave, the Board will restore the employee to the same or equivalent position. If an employee on family medical leave decides

not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that employee's health care coverage during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.

- C. The twelve (12) month period in which the twelve (12) weeks of leave may be taken begins yearly on July 1.
- D. When an employee begins leave more than five (5) weeks before the end of a semester the employee is required to continue taking leave until the end of the semester if:
 - 1. the leave will last at least three (3) weeks; and
 - 2. the employee would return to work during the three (3) week period before the end of the semester.
- E. When an employee begins leave for a purpose other than the employees own serious health condition during the five (5) week period before the end of the semester, the employee is required to continue taking leave until the end of the semester if:
 - 1. the leave will last more than two (2) weeks, and
 - 2. the employee would return to work during the two (2) week period before the end of the semester.
- F. When an employee begins leave for a purpose other than the employee's own serious health condition during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the employee is required to continue taking leave until the end of the semester.

ARTICLE 8 – ASSIGNMENTS AND CONTRACTS

8.01 Assignments

- A. Teachers under contract as of May 1 for the following school year will be notified in writing by July 15 of their subject area(s) and/or grade to be taught and the building where they will teach. Secondary teachers will be notified in writing by July 15 about their tentative class schedule and number of periods in the school day.
- B. An effort will be made to maintain these assignments. If a change is made in the tentative assignment, or the assignment is different from the previous year, an explanation will be given to the affected teacher by the Superintendent or his designee.
- C. If secondary scheduling and elementary attendance patterns are under study, then the assignment letter will be sent out as soon as possible, if not by July 15. The teachers and the Association will be notified in advance if the July 15 date cannot be met.
- D. Persons assigned to both the elementary and secondary schools shall be assigned to follow one (1) time schedule or the other each day.

8.02 Contracts issued to teachers will contain the following information:

- A. Name of teacher
 - B. Type of contract and number of years if more than one (1).
 - C. Annual compensation to be paid for the first year of the contract.
 - D. Basis for determining compensation for the first year of the contract (i.e., BA Degree, Year(s) of experience).
 - E. Signatures of the employee and the Treasurer.
- 8.03 The non-renewal of a regular limited contract will comply with O.R.C. §3319.11 and §3319.111.
- 8.04 The termination of a teacher's contract will comply with O.R.C. §3319.16 and §3319.161.

ARTICLE 9 – VACANCIES AND TRANSFERS

- 9.01 During the school year all vacancies in certified staff positions which occur will be posted in each school building in an area which is accessible to the teaching staff. Such posting will be mailed two (2) days prior to posting date and shall take place for a minimum of seven (7) calendar days except during the first two (2) weeks of September when such posting shall be for only two (2) working days.
- 9.011 Each year by March 1, the Superintendent shall send a notice to the members of the bargaining unit inquiring as to their desires for building placement, grade level/subject assignments, and supplemental contracts. All forms must be returned to the Superintendent by April 1 each year.
- 9.012 The response on the forms may be considered by the Superintendent in filling vacancies.
- 9.013 Requests for change in assignment forms shall be voided each October.
- 9.02 During the summer months when school is not in session, staff members may call or visit the Central Office for information pertaining to vacancies that have been posted. If a staff member is desirous of a more expeditious process of notification, he or she may express an interest in writing to the Superintendent of interest in a specific position(s). If such a vacancy(ies) becomes available, the staff member will be notified by the school administration of the opening(s). In addition, as vacancies occur during the summer, the Treasurer's Office will place notification of such vacancies into the pay envelopes. A reasonable effort shall be made to contact these individuals.
- 9.021 A member of the bargaining unit may request to be considered for a change in assignment when a vacancy occurs by submitting their request in writing to the Superintendent. These requests may be withdrawn at any time and shall only be effective until the vacancy is filled.
- 9.03 The filling of vacancies in the bargaining unit shall be made by the Superintendent. In filling such vacancies the Superintendent will consider the following:
- A. Contribution individual could make to pupils in the position.

- B. Appraisal and recommendations made by the principals.
- C. Qualifications for the position to be filled and when appropriate the position which would be vacated.
- D. Opportunity for professional growth;
- E. Improvement of the educational program or services; and,
- F. The length of service in the district.

9.031 Nothing shall prohibit a member of the bargaining unit from discussing a desired change in assignment with the Superintendent.

9.032 Prior to a member of the bargaining unit being transferred, a meeting between a representative of the Superintendent and the member of the bargaining unit shall be held.

9.04 Changes in teaching assignment from the previous year shall be discussed with the teacher first before action is taken. Reasons for reassignment shall be shared and discussed with the teacher, with the final decision being made by the Superintendent or his designee.

9.05 Two bargaining unit members may also request to switch positions within their current building for a school year. Such request is to be submitted to the building principal.

9.06 Teachers being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. In discussing an involuntary transfer, there will be a meeting (within five (5) days for a written request) of the teacher(s) involved and the Superintendent or his/her choosing for the meeting. The involved teacher(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

ARTICLE 10 – TEACHER EVALUATION

10.01 The purpose of periodic formal evaluation is the improvement of instruction.

10.02 Building and/or assistant principals shall be primarily responsible for evaluation of the performance of teachers. Other administrative personnel may engage in teacher evaluation from time to time.

10.03 During each of the first three years of employment with the District or when teachers are eligible for continuing contracts the following year, each teacher will be observed a minimum of four (4) times and will receive written summative evaluations a minimum of two (2) times. Teachers on continuing contract and teachers on limited contract commencing with their fourth year of employment, will be evaluated at least once every three (3) years. Teachers may also be evaluated at any time when deemed appropriate by an administrator or when evaluation is requested by a teacher. Two of the observations will occur prior to January 15 and be spaced by a minimum of fifteen school days or a mutually agreed upon time between observations and with the summative evaluation incorporating the two observations given to the teacher on or before January 25. The second evaluation cycle shall be completed between February 10 and April 1, spaced by a minimum of five (5) school days or a mutually agreed upon time between observations, with a written summative evaluation given to the teacher on or before April 10.

- 10.04 Continuing contract teachers, and limited contract teachers with ten (10) years of experience in the district, will be evaluated a minimum of once every three (3) school years, but may be evaluated more frequently. A second cycle will be eliminated if the first summative evaluation is satisfactory.
- 10.05 Limited contract teachers with ten (10) years of experience in the district and having successful evaluations shall be eligible for a three-year limited contract.
- 10.06 All classroom observations shall be at least thirty (30) continuous minutes in duration. The observer shall complete the Teachers Classroom Observations/Summative Evaluation Form for each observation performed.
- 10.07 The observation results as well as any other job performance issues that have been documented, will be discussed at a post-observation conference. This conference will normally be conducted within five (5) working days or a time mutually agreed upon after the observation unless the administrator or the teacher is absent. Any informal observations made by an administrator that results in an area deemed as unsatisfactory rating on EVA-1 or EVA-2 shall have been communicated to the teacher in writing within two working days of the observation. Days the teacher or evaluator are absent will not be counted in the two days.
- 10.08 All observations and other documented items will be consolidated into a summative evaluation on the Teachers Classroom Observations/Summative Evaluation Form. A copy of any such referenced documents shall be given to the teacher in accordance with Section 10.03 above.
- 10.09 Should a teacher disagree with an observation or the summative evaluation form, the teacher may file a written response which shall be attached to the appropriate form. When a teacher and an evaluator disagree on a summative evaluation, an alternative evaluation may be requested by either the evaluator or the teacher. The alternate evaluator may be the Assistant Superintendent, Administrative Assistant, Superintendent, or another building administrator. The alternative evaluation may be requested only after the parties to the disagreement (the evaluator and the teacher) have conferred on the matter and have come to an understanding that an alternative evaluation is needed or only one of the parties may want the alternative evaluation. The request for the alternative evaluation will be made in writing to the Superintendent who will with teacher input designate an alternative evaluator. The alternative evaluation will be conducted through a process of observation (EVA-1) and conference (more than one may be necessary) as arranged by the alternative evaluator. The results of the alternative evaluation will be reported to the Superintendent and will be taken into consideration along with the evaluation report(s) of the responsible building principal. For teachers who are required to be evaluated at least twice in a school year, the alternative evaluation shall replace the evaluation which is to occur between February 10 and April 1.
- 10.10 Copies of all completed observation and summative evaluation forms shall be distributed to the evaluator and to the teacher within three (3) working days after the conference. The original of all evaluation forms shall be included in the teacher's personnel file.
- 10.11 The teacher may take one (1) representative to any and all conferences in this procedure.
- 10.12 When the performance of a teacher is less than satisfactory for a summative evaluation, the evaluator shall check the appropriate rating on the Teachers Classroom Observations/Summative Evaluation Form. The teacher will have a conference with his/her evaluator concerning the

summative evaluation form. The evaluator shall inform the teacher on the evaluation form of the reasons for these ratings and shall also make recommendations for improvement.

- 10.13 When a less than satisfactory rating is received on a summative evaluation, the administrative and supervisory personnel will confer and work with the teacher to set up written goals and objectives for improvement in the problem area.
- 10.14 All evaluations for teachers whose contracts are to be considered by the Board during the school year shall be completed on or before April 10 of that year.
- 10.15 Staff members who will not be recommended by the Principal or Superintendent for a new contract will be notified prior to April 20th.
- 10.16 Non-renewal of limited teaching contracts for probationary employees who have been employed for 3 years or less.
 - 1) A least 10 days prior to the Board action, limited contract teachers who have been employed for three (3) or fewer years shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.
 - 2) This nonrenewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of O.R.C. §3319.11 and O.R.C. §3319.111, and such teachers shall have no right to challenge nonrenewal pursuant to O.R.C. §3319.11 or §3319.111 or through the negotiated grievance procedure.
 - 3) All teachers under contract prior to the 2000-2001 school year are exempt from Article 10.17.
- 10.17 It is the express intention of the parties that this procedure supersede Ohio law with respect to teacher evaluation as set forth in O.R.C. §3319.111.

TEACHERS CLASSROOM OBSERVATIONS/SUMMATIVE EVALUATION FORM

Employee's Last Name	First	Middle	Position(s) of Employee
District	School	Evaluator	Interview/Conference Date
School Year:		Evaluation: (Check 1) <input type="checkbox"/> One <input type="checkbox"/> Two	

For classroom observation use:

Class Observed: _____	Date Class Observed: _____
Time Observation Began: _____	Time Observation Ended: _____

This form is to serve as a permanent record of an administrator's evaluation of a teacher's performance during a specific time period based on specific criteria.

PERFORMANCE EVALUATION

Directions: Examine all sources of evidence provided by the teacher and bear in mind the aspects of teaching for each of the four categories used in this form. Refer to the rubric language, checking the appropriate aspects of teaching, and indicating the sources of evidence used to determine the evaluation of the results in each category. Last, assign an overall evaluation of performance, sign the form and gain the signature of the employee.

Category I: Planning and Preparation – Through their knowledge of content and pedagogy skills in planning and preparation, teachers make plans and set goals based on the content to be learned, their knowledge of students and their instructional context. Category I review: Knowledge of Content and Pedagogy, Knowledge of Students, Selecting Instructional Goals, Designing Coherent Instruction, Assessing Student Learning, Knowledge of Resources, Materials and Technology.

SATISFACTORY

UNSATISFACTORY

Performance Demonstrates:

Knowledge of content, pedagogy and Ohio Academic Standards

Relevant knowledge of students and how to use this knowledge to direct and guide instruction

Clear and appropriate instructional goals that reflect Ohio standards and high expectations for students

Awareness of resources, materials, or technology available through the school or district or professional organizations

Appropriate instructional design in which plans for various elements are aligned with the instructional goals and have a recognizable sequence and required adaptations for individual student needs

Appropriate assessments of student learning completely aligned to the instructional goals and adapted as needed for student needs.

Performance Demonstrates:

Limited knowledge of content, pedagogy and Ohio Academic Standards

Irrelevant or limited knowledge of students and how to use this information to direct and guide instruction

Unclear or trivial instructional goals and low expectations for students.

Little or no awareness of resources, materials, and technology available through the school or district or professional organizations

Inappropriate instructional design in which plans for elements are not aligned with the instructional goals, and have few or inappropriate adaptations for individual student needs

Inappropriate assessments of student learning not aligned to the instructional goals nor adapted as needed for student needs.

Sources of Evidence (Check all that apply and include dates, types/titles and number)

- | | | | |
|---|----------------------|---|----------------------|
| <input type="checkbox"/> Lesson/Unit Plans | See Attachment EVA I | <input type="checkbox"/> Teacher Conferences/Interviews | See Attachment EVA I |
| <input type="checkbox"/> Resources/Materials/Technology | See Attachment EVA I | <input type="checkbox"/> Classroom Observations | See Attachment EVA I |
| <input type="checkbox"/> Assessment Materials | See Attachment EVA I | <input type="checkbox"/> Teacher Resource Documents | See Attachment EVA I |

Justification for Evaluation

Category II: Classroom Environment – Teachers establish and maintain a purposeful and equitable environment for learning, in which students feel safe, valued, and respected by instituting routines and by setting clear expectations for student behavior. Category II reviews: Teacher Interaction with Students, Establishment of an Environment for Learning, Student Interaction.

SATISFACTORY

UNSATISFACTORY

Performance demonstrates:

Clear expectations for student achievement with value placed on the quality of student work

Evidence of learning opportunities for all students

Appropriate interactions between teacher and students and among students

Effective classroom routines and procedures resulting in little or no loss of instructional time

Clear standards of conduct and effective management of student behavior

Safe and skillful organization of physical space, to the extent it is under the control of the teacher, that provides accessibility to learning and to the use of resources.

Performance Demonstrates:

Unclear expectations for student achievement with little or no value placed on the quality of student work.

Little attention to equitable learning opportunities for students

Inappropriate or disrespectful interactions between teacher and students and among students

Inefficient classroom routines and procedures resulting in loss of instructional time

Absent or unclear standards of conduct, or ineffective management of student behavior

Unsafe or inadequate organization of physical space, to the extent it is under the control of the teacher, to provide accessibility to learning and to the use of resources, materials, and technology.

Sources of Evidence (Check all that apply and include dates, types/titles, and number)

Classroom Observations

Visual Technology

Informal Observations/Visits

Resources/Materials/Technology/Space

Teacher Conferences/Interviews

Other

Justification for Evaluation

Category III: Instructional Delivery – Through their knowledge of content and their pedagogy and skill in delivering instruction, teachers engage students in learning by using a variety of instructional strategies. Category III addresses: Communications, Questioning and Discussion Techniques, Engaging Students in Learning, Providing Feedback, Demonstrating Flexibility and Responsiveness).

SATISFACTORY	UNSATISFACTORY
<p>Performance Demonstrates:</p> <p>Making learning goals and instructional procedures clear to the student</p> <p>Effective use of questioning and discussion strategies that encourage many students to participate</p> <p>Encourage the engagement of students in learning and provide adequate pacing of instruction</p> <p>Accurate and constructive feedback to students on their learning</p> <p>Appropriate use of informal and formal assessments to meet learning goals and to monitor student learning</p> <p>Flexibility and responsiveness in meeting the learning needs of students.</p>	<p>Performance Demonstrates:</p> <p>Unclear or inappropriate communication of procedures and poor explanations of content</p> <p>Ineffective use of questioning and discussion strategies and little student participation</p> <p>Little or no encouragement to engage students in learning and inadequate pacing of instruction</p> <p>Inaccurate or inappropriate feedback to students on their learning</p> <p>Little or inappropriate use of formal and informal assessments to meet learning goals and to monitor student learning</p> <p>Inflexibility in meeting the learning needs of students.</p>

Sources of Evidence (Check all that apply and include dates, types/titles, or number)

- | | | | |
|--|-------------------------|--|-------------------------|
| <input type="checkbox"/> Classroom Observations | See Attachment
EVA I | <input type="checkbox"/> Student Assignment Sheets | See Attachment
EVA I |
| <input type="checkbox"/> Informal Observations/Visits | See Attachment
EVA I | <input type="checkbox"/> Student Work | See Attachment
EVA I |
| <input type="checkbox"/> Assessment Materials | See Attachment
EVA I | <input type="checkbox"/> Instructional
Resources/Materials/Technology | See Attachment
EVA I |
| <input type="checkbox"/> Teacher
Conferences/Interviews | See Attachment
EVA I | <input type="checkbox"/> Other | See Attachment
EVA I |

Justification for Evaluation

Category IV: Professionalism – Professionalism refers to those aspects of teaching that occur in and beyond the classroom/building. Category IV addresses: Adherence to School and District Procedures, Maintaining Accurate Records, Commitment to Professional Standards, Communicating with Families, Demonstrating Professionalism.

SATISFACTORY	UNSATISFACTORY
<p>Performance Demonstrates:</p> <p>Full adherence to school and district procedures and regulations related to attendance, punctuality, and the like.</p> <p>Full and active compliance with school and district requirements for maintaining accurate and complete records</p> <p>Full and active compliance with district requirements for communicating with families regarding student needs/improvement</p> <p>Full and frequent participation in professional development events/opportunities, consistent application of new learning in the classroom, and sharing of learning with colleagues</p>	<p>Performance Demonstrates:</p> <p>Little and/or irregular compliance to school and district procedures and regulations related to attendance, punctuality, and the like</p> <p>Inefficient or ineffective system for maintaining accurate records that is not in compliance with school or district guidelines and</p> <p>Infrequent or inappropriate communication with families to understand student needs and development</p> <p>Little or infrequent participation in professional development opportunities, little application of new learning in the classroom and little sharing of learning with colleagues</p>

Sources of Evidence (Check all that apply and include dates, types/titles, or number)

- | | | | |
|--|-------------------------|--|-------------------------|
| <input type="checkbox"/> Classroom Observations | See Attachment
EVA I | <input type="checkbox"/> Student Assignment Sheets | See Attachment
EVA I |
| <input type="checkbox"/> Informal Observations/Visits | See Attachment
EVA I | <input type="checkbox"/> Student Work | See Attachment
EVA I |
| <input type="checkbox"/> Assessment Materials | See Attachment
EVA I | <input type="checkbox"/> Instructional
Resources/Materials/Technology | See Attachment
EVA I |
| <input type="checkbox"/> Teacher
Conferences/Interviews | See Attachment
EVA I | <input type="checkbox"/> Other | See Attachment
EVA I |

Justification for Evaluation

ARTICLE 11 – SEVERANCE PAY

- 11.01 The Board authorizes severance pay for all eligible school employees of the New Philadelphia School District. No person shall collect severance pay more than one (1) time.
- 11.02 To be eligible for severance pay the teacher must be currently employed by the Board. This eligible employee is one who has retired and has met the retirement criteria as defined by the State Teachers Retirement System (STRS) in Ohio.
- 11.03 The Board shall provide severance pay in an amount not to exceed twenty-five percent (25%) of the employee's accumulated sick leave days with a maximum of sixty-five (65) days of severance to be granted. A daily rate of pay will be established, computed on the employee's final annual salary pro-rated on the number of work days scheduled for the employee that same year.
- 11.04 Five additional days of severance pay will be paid to eligible staff conditional upon receipt of a letter of retirement/resignation prior to March 1.

ARTICLE 12 – TUITION REIMBURSEMENT

- 12.01 The Board agrees to pay no more than the actual tuition cost per hour to a maximum of one hundred dollars (\$100.00) per quarter or one hundred-fifty dollars (\$150.00) per semester hour to certified staff members for successfully completing with at least a (B) grade or a pass if on a pass/fail basis, graduate or undergraduate courses in accordance with the formula in section 12.03. The courses taken must be in the present area of certification and/or any area of educational certification approved by the Superintendent. The teacher must first demonstrate that the course fits the above description. The tuition reimbursement shall be approved by the Superintendent of Schools. This payment shall be paid to the teacher the school year following the receiving of credit for courses taken. A teacher must teach in the New Philadelphia City Schools the year following receiving this credit to be eligible to be paid under this provision. The teacher must present proof of earned credits no later than September 15 to be paid that school year.
- 12.02 The maximum number of hours to be included under this policy shall be nine (9) semester or twelve (12) quarter hours from September 1 to August 31. A single payment will be made following presentation of evidence of completed course work.
- 12.03 All teachers shall submit either a transcript or verification of the completed course work by September 15, with a copy of the Tuition Reimbursement Voucher to the Superintendent. The Superintendent shall total the number of quarter hours and semester hours taken by all teachers submitting a form.

The Superintendent will convert all hours to either quarter or semester hours and divide into the appropriated sum (Section 13.05). This quotient will be the amount paid for each quarter or semester hour taken. All teachers who have completed, submitted and received preapproval permission will receive tuition reimbursement.

- 12.04 Certified employees who are reimbursed by another agency shall be eligible only for the difference, if any, between tuition reimbursement to which they would be entitled and the amount received from the agency.
- 12.05 The Board will appropriate sixty thousand dollars (\$60,000) for tuition reimbursement. Any portion of the appropriation not expended the previous year will be appropriated for the next year.

(If financial conditions exist which would make tuition reimbursement a hardship on the district, the administration agrees to meet with the Association to justify and clarify the hardship and possible elimination of tuition reimbursement for that year.)

12.06 The Form for Tuition Reimbursement follows:

**TUITION REIMBURSEMENT - Form GCBCC-1
FOR PRE-APPROVAL
(SUBMIT ALL COPIES INITIALLY)**

Name: _____ Building: _____
Assignment: _____
University or College: _____
Term to be Attended: _____ Date Term Commences: ____/____/____
(mo/date/year)
Circle One: SEMESTER QUARTER

COURSE TITLE	COURSE NO.	NO. OF HOURS
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

SUPTS. ACTION
APPROVED

DISAPPROVED

1 2 3 4

1 2 3 4

SUPERINTENDENT

TUITION REIMBURSEMENT VOUCHER
TO BE SUBMITTED FOR PAYMENT - SEPTEMBER

This certifies that between September 1 and August 31, I successfully completed the following courses, which were pre-approved by the Superintendent, under the tuition reimbursement policy adopted by the Board of Education.

COURSE TITLE NUMBER	SEM/QTR.	HOURS	TERM UNIVERSITY

OFFICIAL
TRANSCRIPTS ATTACHED: (or requested DATE: _____)

I did/did not receive reimbursement from another agency for the courses above and request reimbursement as provided by Board Policy.

NAME: _____
SUPTS
ACTION: _____ TOTAL APPROVED FOR PAYMENT: _____
DATE: _____

ARTICLE 13 – REDUCTION IN FORCE

- 13.01 A reduction in the number of teaching positions may be necessary because of a return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the District, decrease in student enrollment, changes in curricular offerings, financial reasons, or any other reasons provided by O.R.C. §3319.17.
- 13.02 Reduction in force (RIF) does not include: voluntary retirement(s), resignation(s) or leave(s) of absence; staff members who were employed to fill a temporary vacancy; or other means, such as a nonrenewal of contract, whereby positions are vacated. Instead, RIF occurs when attrition will not eliminate enough persons or positions. In such cases, the Superintendent will announce that it is necessary to release teachers from employment. This announcement will include the teaching levels and certification areas that might possibly be affected.
- 13.03 Twenty-five (25) calendar days before the Board acts to implement a reduction, the Association President will be informed of the reduction and receive a seniority list. Fifteen (15) days before the Board acts to implement a reduction, the individuals to be reduced will be notified.
- 13.04 Provisions:
- A. Individuals shall be released from the teaching levels and certification areas announced by the Superintendent according to seniority which is the length of continuous service including approved leaves of absence from the date of initial service in the New Philadelphia City Schools. In instances of identical initial service dates, date of employment, years of previous experience, and finally, initial interview date as used for the purpose of hiring shall be considered, respectively.
 - B. If a teacher to be released from one certification area or teaching level holds valid certification in another teaching area(s) or level(s), that teacher shall be considered at that area of level.
 - C. The order of reduction according to seniority in each teaching level or certification area shall be as follows:
 - 1. Teachers holding temporary certification
 - 2. Fully certificated teachers holding limited contracts
 - 3. Teachers holding continuing contracts
 - 4. Teachers released prior to the completion of a valid contract for the reason specified in ORC §3319.17 shall have their contracts suspended.
 - D. Teachers unemployed as a result of staff reduction shall be recalled in inverse order of being released.
 - E. Teachers affected by reduction in force will remain on the recall list for a period of twenty-four (24) months.
 - 1. Unless the teacher requests that his/her name be removed.

2. Even if the teacher declines a part time position for which he/she is certified.
 3. The teacher is re-employed by the New Philadelphia City Schools.
- F. The Board shall give written notice of recall by certified mail with a return receipt. It shall be the responsibility of each teacher to notify the Superintendent's Office of any change of address.
 - G. Within seventy-two (72) hours of receipt of a written offer to return to employment, the teacher shall notify, by calling collect if necessary, the Superintendent's office indicating his or her availability to accept the position. Within five (5) days of the receipt of a written offer to return to employment, the teacher shall accept the position. If either of these time limits are not met, it shall be determined that the teacher had declined the position.
 - H. Teachers returning to employment after reduction in force shall receive appropriate placement for purposes of salary and other benefits. A teacher whose position has been eliminated and who returns to a vacant position shall have the option of returning to the original position if it is vacant at the time of call back.
 - I. Teachers affected by reduction in force shall be permitted to be a part of any one or all of the group plans for hospitalization and other insurances by making monthly payments in advance of the Treasurer. This provision shall exist as long as the teacher is on the recall list.

ARTICLE 14 – PERSONNEL FILES

- 14.01 Teachers shall have the right, upon reasonable notice, to review the materials in their personnel file with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file, the staff member shall be given an opportunity to place a statement or rebuttal or explanation in his/her file.
- 14.02 All documents included in a teachers file shall be dated and identifiable as to source.
- 14.03 A teacher may request and shall receive one copy of any item in his file, exclusive of confidential letters of recommendation or reference.
- 14.04 Any teacher, shall have the opportunity to read any material which may be considered critical or conduct, service, character, or personality before it is placed in the personnel file. A teacher shall acknowledge reading the material by signing the copy to be filed. Signature shall not indicate agreement with the content of the material, but shall only indicate the teachers knowledge that the material exists. The teacher shall have the right to reply to the material placed in the file by a written statement. Such statement shall be attached to the file copy.
- 14.05 A teacher shall be informed of any complaint by a parent, student, or community member which is directed toward them which will become a matter of record and either placed in the teacher's personnel file or used as a part of the evaluation process.
- 14.06 Should a teacher be directed to attend a conference with an administrator and a complaining party, the teacher will receive advance notice of the meeting and its purpose. The teacher will have the right to have a representative at the meeting.

- 14.07 Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record.
- 14.08 When a personnel file is reviewed by anyone other than the teacher, the following will occur:
- 14.081 The teacher will be notified of the request.
 - 14.082 Outdated materials will be removed from the files.
 - 14.083 Social security numbers will be blacked out.

ARTICLE 15 – INSURANCES

- 15.01 The Board will provide a medical insurance plan.
- 15.011 Effective 2011-12 school year, employees employed by the Board shall pay ten percent (10%) of the premium costs for family or single coverage as designated by the member of the bargaining unit up to seventy-five dollars (\$75.00) per pay.
- 15.02 A medical insurance program with a lifetime maximum of two million dollars (\$2,000,000.00), as well as dental, prescription drug insurance, and term life insurance coverage will be offered. Specifications of each coverage are appended. Second opinion surgery is included.
- 15.021 Pre-Admission Certification requirement will become effective with the ratification of both parties to this Agreement.
 - 15.0211 Each covered person must obtain a Pre-Admission Certification as follows to receive maximum benefits
 - a) For non-emergency hospital admissions, the Pre-Admission Certification must be obtained prior to admission into the hospital. It is the covered person's responsibility to phone the medical review organization at the number indicated and provide the requested information regarding the proposed hospital admission. Non-emergency hospital admissions shall include any hospital confinement which was scheduled at least 48 hours prior to actual admission in the hospital.
 - b) For emergency hospital admissions, the Certification must be obtained within forty-eight (48) hours after your ability to call and request it.
 - c) The medical review organization will then evaluate the physician's treatment plan against locally accepted standards for medical care and will notify the covered person, his physician and the hospital of the outcome of the evaluation. Once the covered person has received the medical review organization's certification of his hospital confinement, his admission may proceed as planned. If, for some reason, the date of admission changes, the medical review organization must be notified as soon as possible.
 - d) Benefits will not be payable for additional days in the hospital not certified as medically necessary.

- 15.0212 Failure to comply with this Pre-Admission Certification Requirement will result in two hundred fifty dollar (\$250) reduction in benefits payable for hospital expenses incurred during a non-certified hospital confinement.
- 15.0213 The following information will be requested by the medical review organization in order to pre-certify a hospital admission:
- a) name, address, social security number, and age of patient.
 - b) employee's name, social security number, and employer.
 - c) admission diagnosis, planned procedure and proposed length of stay.
 - d) name of the benefits administrator.
 - e) name, address, and phone number of the admitting physician and the hospital.
- 15.022 Pre-existing condition limitations are effective for all employees hired after August 1, 1991.
- 15.0221 If a member of the bargaining unit or covered dependent have incurred expenses as a result of illness, injury, or related conditions and have consulted with a physician or received medical care, treatment or medication within sixty (60) days prior to employment, no benefits will be payable until ninety (90) calendar days after being a participant in the plan.
- 15.03 Effective December 1, 2006, over-the-counter copay is zero dollars (\$0.00), generic is five dollars (\$5.00), formulary is fifteen dollars (\$15.00), and non-formulary is twenty-five dollars (\$25.00), which is not applicable to Major Medical. Generic, formulary, and non-formulary shall be twice these amounts for mail order.
- 15.04 The Board shall purchase group term life insurance for each certificated employee in an amount equal in their current base salary rounded to the nearest one thousand dollars (\$1000) to a maximum of fifty thousand dollars (\$50,000). In addition, an equal amount of accidental death and dismemberment coverage will be provided. The Board shall allow individual employees to purchase additional amounts of coverage at group rates provided the number of employees electing to take advantage of this opportunity meets the rules and regulations of the carrier for each purpose.
- 15.05 Dental Insurance: In reliance upon and consistent with applicable rules and regulations of the insurance carrier pertaining to an effective coverage date of January 1, 1981, the Board shall obtain and make available dental insurance protection for each certificated employee who is a member of the bargaining unit. This dental insurance shall be purchased from a carrier licensed by the State of Ohio and shall contain and provide coverage for preventive dentistry (100% UCR), basic expenses (80% UCR), major expenses (60% UCR) and orthodontia (50% UCR), with a deductible of not more than fifty dollars (\$50.00) per member and one hundred dollars (\$100.00) per family. One thousand dollars five Hundred (\$1,500) maximum per covered person per calendar years. Orthodontia lifetime maximum \$1000.00.

15.06 Part-time employees will proportionally share in the cost of the insurances according to the percentage of time they are employed to work, effective January 1, 1982.

The status of present part-time employees in regard to the payment of the cost of their insurance will remain unchanged.

The only exception will be when a present full-time employee requests part-time employment. This employee will then share in the cost of the insurance benefits. If the Administration reduces a present full-time employee to part-time employee, the Board will continue to pay the cost of the employee's insurance benefits.

15.07 Insurance Benefits for Tutors: Full-time tutors will be granted all insurance benefits starting January 1, 1982. Part-time tutors may purchase insurance benefits by paying in advance the full amount of the monthly insurance premiums.

15.08 A committee shall be formed to discuss insurance coverage and/or insurance carrier, there will be at least three (3) NPEA members selected by NPEA President, as teachers representative on the committee.

15.09 The Board shall establish a 125 Premium Only Plan for employees.

ARTICLE 16 – PAYROLL AND PAYROLL DEDUCTION

16.01 Members of the bargaining unit will receive twenty-six (26) equal biweekly pays over a twelve month period. The first payday shall occur no later than the fifteenth day of work. All employees shall be paid utilizing direct deposit.

16.02 A member of the bargaining unit shall be eligible to move to a new salary column upon verification of the completed coursework. The unit member must present proof of earned credits no later than September 15 to receive appropriate placement for the year. The unit member must present proof of earned credits no later than February 15 to receive appropriate placement for the second semester (i.e., 13 remaining pays).

Recognition of credits shall be only from those institutions approved by the Ohio Department of Education.

16.03 Payroll Deductions:

A. Credit Union Deduction

Deductions will be made equally from each paycheck.

B. Dues deduction

1. Upon written request of any employee, the Treasurer shall deduct from the employee's pay an amount equal to the prevailing annual Association dues as certified by the Association Treasurer.

2. Such deduction shall be made in equal installments beginning in October and continuing for the remainder of the paychecks.

3. The Association shall indemnify and hold the Board harmless for any and all claims arising out of or by reason of any action taken by the Board for the purpose of complying with the payroll deduction plan where the Board has complied with the dues deduction procedure.
4. The Treasurer shall forward to the Association the amount deducted along with the description, by name and amount, for each employee on each pay date.
5. If an employee is hired after the beginning of the school year and joins the Association, the Association Treasurer will inform the Board Treasurer of the amount to be deducted. The deduction will commence no later than the teachers second paycheck following notification and continue for the remainder of the paychecks due.
6. Any employee who leaves employment prior to receipt of his/her twenty-six (26) equal bi-weekly pays shall have the balance due for dues deduction withheld from his/her last paycheck.

C. Miscellaneous Deductions

1. Tax sheltered annuities shall be deducted equally from twenty-four (24) pay checks.
2. United Way shall be deducted equally from twenty (20) pay checks.
3. Additional insurance coverage at the employee's expense shall be deducted equally from twenty-four (24) pay checks.
4. EPAC shall be deducted equally from each pay check.
5. U.S. Savings Bonds will be deducted from twenty-four (24) pay checks.
6. The Treasurer will deduct for other reasons upon receipt of at least five requests for that type of deduction. Once at least five employees no longer want the deduction, it will be stopped.

- D. All deductions shall be made at no cost to the member of the bargaining unit. Except tax sheltered annuities started after May 1, 1997. Annuities and deferred compensation started after this date will be charged a one dollar (\$1.00) per month administrative fee.

ARTICLE 17 – SUPPLEMENTAL CONTRACTS AND SALARIES

- 17.01 Supplemental salary position and rates shall be included in the contract. The rate of pay will be based on the BA base for the current contract year.
- 17.02 Qualified bargaining unit members shall be given first priority on all supplemental positions. In the event no qualified bargaining unit members apply, it may be filled in accordance with O.R.C. §3315.53.
- 17.03 Members of the bargaining unit who have held an athletic supplemental contract for either fall or winter sports and who will not be rehired for the same position will be notified by the Superintendent not later than April 15, but prior to the Board meeting where action is taken to hire individuals for extra duty assignments. Members of the bargaining unit holding all other

supplementals and who will not be rehired for the same position the following year will be notified by the Superintendent no later than June 30 but prior to the Board meeting where action is taken to hire such individuals for extra duty assignments. However, non-renewal of a supplemental contract by the Board is not required. If additional time is needed, the teacher will receive notice that additional time is needed to make a decision.

17.04 It is mutually agreed that the Athletic Director position is a non-bargaining unit administrative position.

17.05 The Supplemental Salary schedule follows:

SUPPLEMENTAL SALARY SCHEDULE

2011-12 THRU 2013-14

BASE SALARY				2011-12	2012-13	2013-14
				\$31,169	\$31,481	\$31,796
Level	Title	Activity	Percent	Value	Value	Value
1	Head	Football Coach	0.240	\$7,481	\$7,555	\$7,631
1	Head	Basketball Coach - Boys	0.240	\$7,481	\$7,555	\$7,631
1	Head	Basketball Coach - Girls	0.240	\$7,481	\$7,555	\$7,631
1	Director	Marching Band	0.240	\$7,481	\$7,555	\$7,631
2	Head	Wrestling Coach	0.200	\$6,234	\$6,296	\$6,359
2	Director	Physical Fitness	0.200	\$6,234	\$6,296	\$6,359
2	Athletic	Trainer	0.200	\$6,234	\$6,296	\$6,359
3	Director	Elementary Librarian	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Football Varsity	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Basketball - Varsity Boys	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Basketball - Reserve Boys	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Basketball - Varsity Girls	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Basketball - Reserve Girls	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Band * (40 students)	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Band ** (40 students)	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Band *** (55 students)	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Band **** (70 students)	0.150	\$4,675	\$4,722	\$4,769
3	Head	Baseball Coach	0.150	\$4,675	\$4,722	\$4,769
3	Head	Soccer Coach - Boys	0.150	\$4,675	\$4,722	4,769
3	Head	Soccer Coach - Girls	0.150	\$4,675	\$4,722	\$4,769
3	Head	Track Coach	0.150	\$4,675	\$4,722	\$4,769
3	Head	Softball Coach	0.150	\$4,675	\$4,722	\$4,769
3	Head	Volleyball Coach	0.150	\$4,675	\$4,722	\$4,769
3	Head	Swim Coach	0.150	\$4,675	\$4,722	\$4,769

4	Assistant	Football Freshman	0.130	\$4,052	\$4,093	\$4,133
4	Assistant	Basketball Freshman Boys	0.130	\$4,052	\$4,093	\$4,133
4	Assistant	Basketball Freshman Girls	0.130	\$4,052	\$4,093	\$4,133
4	Advisor	Delphian Yearbook	0.130	\$4,052	\$4,093	\$4,133
4	Head	High School Choral Activities	0.130	\$4,052	\$4,093	\$4,133
5	Head	Cross Country Boys	0.100	\$3,117	\$3,148	\$3,180
5	Head	Cross Country Girls	0.100	\$3,117	\$3,148	\$3,180
5	Head	Golf Boys	0.100	\$3,117	\$3,148	\$3,180
5	Head	Golf Girls	0.100	\$3,117	\$3,148	\$3,180
5	Assistant	JV Soccer	0.100	\$3,117	\$3,148	\$3,180
5	Head	Tennis Coach Boys	0.100	\$3,117	\$3,148	\$3,180
5	Head	Tennis Coach Girls	0.100	\$3,117	\$3,148	\$3,180
5	Assistant	Wrestling Varsity	0.100	\$3,117	\$3,148	\$3,180
5	Assistant	Soccer Boys	0.100	\$3,117	\$3,148	\$3,180
5	Assistant	Soccer Girls	0.100	\$3,117	\$3,148	\$3,180
5	Electric	Equipment Manager	0.100	\$3,117	\$3,148	\$3,180
5	Director	Color Guard	0.100	\$3,117	\$3,148	\$3,180
5	Assistant	Volleyball	0.100	\$3,117	\$3,148	\$3,180
5	Advisor	Cheerleading Varsity	0.100	\$3,117	\$3,148	\$3,180
5	Advisor	Kaleidoscope	0.100	\$3,117	\$3,148	\$3,180
5	Advisor	QT	0.100	\$3,117	\$3,148	\$3,180
5	Advisor	Drumline	0.100	\$3,117	\$3,148	\$3,180
6	Assistant	Baseball	0.090	\$2,805	\$2,833	\$2,862
6	Assistant	JV Baseball	0.090	\$2,805	\$2,833	\$2,862
6	Assistant	Track Varsity Boys	0.090	\$2,805	\$2,833	\$2,862
6	Assistant	Track Varsity Girls	0.090	\$2,805	\$2,833	\$2,862
6	Assistant	Softball	0.090	\$2,805	\$2,833	\$2,862
6	Assistant	JV Softball	0.090	\$2,805	\$2,833	\$2,862
7	7th Grade	Football	0.085	\$2,649	\$2,676	\$2,703
7	8th Grade	Football	0.085	\$2,649	\$2,676	\$2,703

7	7th Grade	Basketball Boys	0.085	\$2,649	\$2,676	\$2,703
7	8th Grade	Basketball Boys	0.085	\$2,649	\$2,676	\$2,703
7	7th Grade	Basketball Girls	0.085	\$2,649	\$2,676	\$2,703
7	8th Grade	Basketball Girls	0.085	\$2,649	\$2,676	\$2,703
7	Director	Equipment Manager	0.085	\$2,649	\$2,676	\$2,703
7	Advisor	High School Student Council	0.085	\$2,649	\$2,676	\$2,703
7	Advisor	Cheerleading JV	0.085	\$2,649	\$2,676	\$2,703
8	Assistant	QT Assistant	0.080	\$2,494	\$2,518	\$2,544
8	Director	H.S. Musical Director	0.080	\$2,494	\$2,518	\$2,544
8	Director	M.S. Musical Director	0.080	\$2,494	\$2,518	\$2,544
9	Director	Theatrical Production	0.075	\$2,338	\$2,361	\$2,385
10	Freshman	Baseball Freshman	0.070	\$2,182	\$2,204	\$2,226
10	Freshman	Softball Freshman	0.070	\$2,182	\$2,204	\$2,226
10	Freshman	Volleyball Freshman	0.070	\$2,182	\$2,204	\$2,226
10	Assistant	Tennis Boys	0.070	\$2,182	\$2,204	\$2,226
10	Assistant	Tennis Girls	0.070	\$2,182	\$2,204	\$2,226
10	Assistant	Golf Varsity	0.070	\$2,182	\$2,204	\$2,226
10	Assistant	Wrestling Middle School	0.070	\$2,182	\$2,204	\$2,226
10	Assistant	Swim Coach Boys/Girls	0.070	\$2,182	\$2,204	\$2,226
11	Director	Concert Band	0.065	\$2,026	\$2,046	\$2,067
11	Advisor	Cheerleading Freshman	0.065	\$2,026	\$2,046	\$2,067
12	Head	MS Cross Country Boys	0.055	\$1,714	\$1,731	\$1,749
12	Head	MS Cross Country Girls	0.055	\$1,714	\$1,731	\$1,749
12	Head	MS Track Girls	0.055	\$1,714	\$1,731	\$1,749
12	Head	Volleyball 7th grade	0.055	\$1,714	\$1,731	\$1,749
12	Head	Volleyball 8th grade	0.055	\$1,714	\$1,731	\$1,749
12	Head	MS Track Boys	0.055	\$1,714	\$1,731	\$1,749
12	Dept. Head	High School	0.055	\$1,714	\$1,731	\$1,749
12	Team Leaders	Middle School	0.055	\$1,714	\$1,731	\$1,749
13	Advisor	Cheerleading 7th grade	0.050	\$1,558	\$1,574	\$1,590

13	Advisor	Cheerleading 8th grade	0.050	\$1,558	\$1,574	\$1,590
14	Advisor	Junior Class	0.045	\$1,403	\$1,417	\$1,431
14	Coordinator	MS Sci Fair / Sci Olympaid	0.045	\$1,403	\$1,417	\$1,431
14	Advisor	MS Student Council	0.045	\$1,403	\$1,417	\$1,431
15	Advisor	Senior Class	0.040	\$1,247	\$1,259	\$1,272
15	Advisor	Sophomore Class	0.040	\$1,247	\$1,259	\$1,272
15	Advisor	Freshman Class	0.040	\$1,247	\$1,259	\$1,272
15	Assistant	MS Musical Production	0.040	\$1,247	\$1,259	\$1,272
15	Assistant	HS Musical Production	0.040	\$1,247	\$1,259	\$1,272
15	Advisor	MS Band	0.040	\$1,247	\$1,259	\$1,272
15	Committee	L.P.D.C.	0.040	\$1,247	\$1,259	\$1,272
16	Advisor	Drama Club	0.035	\$1,091	\$1,102	\$1,113
16	Assistant	Theatrical Production	0.035	\$1,091	\$1,102	\$1,113
16	Coordinator	Video Production QTV	0.035	\$1,091	\$1,102	\$1,113
16	Advisor	Science Club	0.035	\$1,091	\$1,102	\$1,113
16	Advisor	Academic Challenge	0.035	\$1,091	\$1,102	\$1,113
16	Coordinator	Special Olympics	0.035	\$1,091	\$1,102	\$1,113
16	Head	MS Golf Coach	0.035	\$1,091	\$1,102	\$1,113
16	Advisor	MS Percussion Ensemble	0.035	\$1,091	\$1,102	\$1,113
16	Advisor	MS Jazz Band	0.035	\$1,091	\$1,102	\$1,113
17	Director	Jazz Band	0.030	\$935	\$944	\$954
17	Director	MS Year Book	0.030	\$935	\$944	\$954
17	Advisor	MS Choir	0.030	\$935	\$944	\$954
18	Advisor	Echo	0.025	\$779	\$787	\$795
18	Accompanist	HS/MS	0.025	\$779	\$787	\$795
18	Coordinator	Science Olympiad	0.025	\$779	\$787	\$795
19	Accompanist	HS Theatrical	0.020	\$623	\$630	\$636
19	Accompanist	MS Theatrical	0.020	\$623	\$630	\$636
19	Technician	Theatrical 1 per play up to 3	0.020	\$623	\$630	\$636
19	Director	Musical Orchestra	0.020	\$623	\$630	\$636

19	Advisor	National Honor Society	0.020	\$623	\$630	\$636
20		Not Used	0.015	\$468	\$472	\$477
21	High School	Activity	0.010	\$312	\$315	\$318
21	Middle School	Activity	0.010	\$312	\$315	\$318
21	Chaperones	Washington D. C. Trip	0.010	\$312	\$315	\$318
21	Elementary	Activity	0.010	\$312	\$315	\$318

ARTICLE 18 – SUMMER SCHOOL

- 18.01 Teachers may indicate their interest in teaching summer school courses by completing a form and submitting it to the Superintendent's office no later than May 1st. Full-time certified employees will be hired first for summer school assignments with the final decision being made by the Superintendent or his/her designee. Teachers will be notified by May 20th as to whether or not they will be teaching summer school

ARTICLE 19 – MILEAGE REIMBURSEMENT

- 19.01 The Board shall pay mileage reimbursement at the rate of fifty (50) cents per mile to all people who are on professional business.

ARTICLE 20 – SUBSTITUTE TEACHERS

- 20.01 The same effort will be made by the administration to secure a substitute teacher for a regular classroom teacher absent from class. In those instances when a substitute teacher is unavailable, regular classroom teachers may be asked to substitute for another teacher. Should this situation arise, the regular classroom teacher shall be reimbursed at twenty-five dollars (\$25.00) per period for each class covered. This reimbursement applies to both elementary and secondary levels and includes situations that may arise out of the absence of specialists (Elementary Art, Music and Physical Education).

ARTICLE 21 – STRS PICKUP

- 21.01 "Pick-up" of the employee's contribution to the State Teacher's Retirement System (STRS).
- A. The Treasurer of the Board shall contribute to the State Teachers Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.
 - B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be Payable by the Board in two (2) parts: (1) deferred salary; and, (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
 - C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
 - D. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual less the

amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

- F. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. This provision shall be effective and the "pick-up" shall apply to all payroll payments commencing with the 1984-85 school year.
- H. The current taxation or deferred taxation of the pick-up is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.
- I. Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this Agreement by the Board.

ARTICLE 22 – ENTRY YEAR PROGRAM

This Article will be effective when the State Board of Education implements the requirement for an Entry Year Program or when the Board chooses to implement it prior to the State mandate.

A. Definitions:

For purposes of this agreement, the pertinent terms shall be defined as follows:

1. "Mentor" - a member of the bargaining unit volunteering and selected to provide professional support to an individual in the first year of employment under a classroom teaching certificate or an educational personnel certificate.
2. "Entry-Year Teacher" - a member of the bargaining unit in the first year of employment under a classroom teaching or educational personnel certificate.

B. Program Development and Screening Committee

A committee comprised of three (3) teachers appointed by the Association and two (2) administrators shall meet to develop the Entry-Year Program and shall also act as a screening committee to select teachers who will act as Mentor teachers. The Chairperson will be elected at the first meeting and serve for the remainder of that school year. To meet, three-fifths (3/5) of the members of the committee must be present. The Committee shall act by majority vote.

Teacher committee members shall be paid at the hourly rate for committee work, which is performed outside of the workday.

C. Selection Process and Criteria for Mentor Teachers

The Screening Committee will develop an application form for self-nomination as well as one for nomination by peers. The Nomination forms for Mentor teacher position(s) will be given to each member of the bargaining unit.

To be considered, applicants must meet selection criteria and must be volunteers (either through self-nomination or nomination by peers).

Criteria for Selection

1. The applicant/nominee must have a minimum of five (5) consecutive years of teaching experience in the district.
2. The applicant/nominee must have demonstrated above average teaching performance and must be willing to waive, for purposes of this procedure only, the confidentiality of performance evaluations, in order for the screening committee to review the application/nominee's evaluations. The committee shall predetermine the criteria for "above average teaching performance" and shall determine whether an applicant's teaching performance has met that criteria.
3. The applicant/nominee must hold a valid teaching certificate and must currently be teaching in the same area of certification as the entry-year teacher. If such an applicant/nominee is not available, the committee will waive this criteria so that the entry year teacher will have a mentor who meets the other criteria listed in this section.
4. The applicant/nominee must have demonstrated the ability to work cooperatively and effectively with the professional staff members.
5. The applicant/nominee may be asked to complete an interview with the committee.
6. The applicant/nominee must have extensive knowledge of a variety of classroom management and instructional techniques.
7. The applicant/nominee must have the ability to maintain confidentiality.
8. An individual shall not serve as mentor teacher for more than two (2) consecutive school years unless no other mentor is available.

D. Responsibilities

The Mentor Teacher, in concert with the entry-year teacher, shall develop a program of professional support for the entry-year teacher. Such plan shall focus on skill enhancement. Each entry-year person shall be given an initial orientation on the following matters:

1. The pupils and community to be served;
2. School policies, procedures, and routines, and copies of the collective bargaining agreement between the Association and Board of Education;

3. Courses of study, competency-based education program, and responsibilities or lesson plans;
4. The layout and facilities of the assigned school building or buildings;
5. The nature of the entry-year program which will be provided; and
6. Additional information an entry-year person may need to be adequately prepared for a specific assignment.

Each entry-year classroom teacher shall be provided with the following:

1. Assistance in acquiring knowledge of this school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
2. Assistance with management tasks identified as especially difficult for entry-year classroom teachers; and
3. Assistance in the improvement of instructional skills and classroom management.
4. The opportunity to consult/observe other teachers both within and outside the district.

E. Mentor Training

Mentors shall be provided with the following:

1. An orientation to mentoring responsibilities;
2. Training in knowledge and skills necessary to perform mentoring responsibilities; and
3. Opportunities to consult with and otherwise assist the assigned entry-year person or persons on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.

F. Restrictions

1. A program of professional support mutually developed by the mentor teacher and entry-year teacher shall not be developed or utilized as a part of the evaluation process.
2. No mentor teacher shall participate in any informal or formal evaluation of an entry-year teacher, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an entry-year teacher or in any way provide evidence against any bargaining unit member.
3. All interaction, written or oral, between the mentor teacher and the entry-year teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from the role as mentor teacher.

4. No mentor teacher shall be assigned to more than one entry-year teacher at a time during a school year, unless no other mentor is available.

G. Protections

1. Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation or any other employment decision.
2. No entry-year teacher shall be required to remain in an entry-year program for a period longer than one school year, unless they do not meet entry year requirements for professional licensure.
3. Not later than six weeks after the initiation of the Entry-Year Program, the entry-year teacher may exercise the option to have a new mentor teacher assigned.
4. Not later than six weeks after the initiation of the Entry-Year Program, the mentor teacher may exercise the option of asking for a change in assignment with a new entry-year teacher.
5. All evaluations of the entry-year teacher shall be made by the appropriate administrator.

H. Compensation

The mentor teacher shall be compensated in the following manner:

1. Released from all other classroom teaching responsibilities for up to a total of three (3) days during the normal work year. These days will be determined by the mentor, entry-year teacher and the principal. The building principal will be notified in advance of the released day/half-day schedule.
2. In addition, he/she shall receive a supplemental contract which equals one thousand five hundred dollars (\$1500).

I. Miscellaneous

1. Training will be given to principals who have mentor teachers in their buildings.

ARTICLE 23 – SALARY

23.01 The salary schedule effective August 1, 2011 – July 31, 2012, will have a B.A. (0) salary of thirty-one thousand one hundred sixty nine (\$31,169) (1.00%) applied to the index and shown in Article 23.04. The salary schedule effective August 1, 2012 – July 31, 2013, will have a B.A. (0) salary of thirty one thousand four hundred eighty one (\$31,481) (1.00%) applied to the index and shown in Article 23.05. The salary schedule effective August 1, 2013 – July 31, 2014 will have a B.A. (0) salary of thirty one thousand seven hundred ninety six (\$31,796) (1.00%) applied to the index as shown in Article 23.06.

23.02 Definition of Columns:

23.021 Non-Degree

No accredited college or university has granted a degree.

23.022 B.A.

Bachelor Degree from an accredited college or university.

23.023 BA+18

The attainment of eighteen (18) hours more than the minimum required for the granting of a Bachelor Degree. These hours must be earned subsequent to the granting of the degree. However, the hours may be either undergraduate or graduate level.

23.024 M.A.

Master Degree from an accredited college or university.

23.025 M.A.+15

Fifteen (15) graduate level semester hours earned subsequent to the granting of the Masters from an accredited college or university which are applicable toward maintaining current certification or adding certification.

23.026 M.A.+30

Thirty (30) graduate level semester hours earned subsequent to the granting of a Masters from an accredited college or university which are applicable toward maintaining current certification or adding certification.

23.03 Tutors shall be paid at the rate of twenty dollars and fifty cents (\$20.50) per hour for the 2011-12 school year, twenty dollars and seventy one cents (\$20.71) per hour for the 2012-13 school year and twenty dollars and ninety two cents (\$20.92) per hour for the 2013-14 school year.

Tutors will receive an additional twenty-five (25) cents per hour after five (5) years experience.

INDEX

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY INDEX

	ND	BA	BA+18	MA	MA+15	MA+30
0	0.8500	1.0000	1.0400	1.0842	1.1289	1.1755
1	0.8900	1.0375	1.0816	1.1289	1.1755	1.2240
2	0.9300	1.0764	1.1249	1.1755	1.2240	1.2745
3	0.9700	1.1168	1.1699	1.2240	1.2745	1.3270
4	1.0100	1.1587	1.2167	1.2745	1.3270	1.3818
5	1.0500	1.2021	1.2653	1.3270	1.3818	1.4388
6	1.0900	1.2472	1.3159	1.3818	1.4388	1.4981
7	1.1300	1.2939	1.3686	1.4388	1.4981	1.5599
8	1.1800	1.3425	1.4233	1.4981	1.5599	1.6243
9	1.2300	1.3928	1.4802	1.5599	1.6243	1.6913
10	1.2800	1.4450	1.5395	1.6243	1.6913	1.7610
11	1.2800	1.4992	1.6010	1.6913	1.7610	1.8337
12	1.2800	1.5555	1.6651	1.7610	1.8337	1.9093
13	1.2800	1.5555	1.6651	1.8338	1.9093	1.9881
14	1.2800	1.5555	1.6651	1.8338	1.9093	1.9881
15	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
16	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
17	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
18	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
19	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
20	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
21	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
22	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
23	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
24	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
25	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
26	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
27	1.3800	1.6749	1.8016	1.9889	2.0709	2.1564

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE 2011-12 SCHOOL YEAR

BASE 31,169.00

STEPS	ND	BA	BA+18	MA	MA+15	MA+30
0	26,494.00	31,169.00	32,416.00	33,793.00	35,187.00	36,639.00
1	27,740.00	32,338.00	33,712.00	35,187.00	36,639.00	38,151.00
2	28,987.00	33,550.00	35,062.00	36,639.00	38,151.00	39,725.00
3	30,234.00	34,810.00	36,465.00	38,151.00	39,725.00	41,361.00
4	31,481.00	36,116.00	37,923.00	39,725.00	41,361.00	43,069.00
5	32,727.00	37,468.00	39,438.00	41,361.00	43,069.00	44,846.00
6	33,974.00	38,874.00	41,015.00	43,069.00	44,846.00	46,694.00
7	35,221.00	40,330.00	42,658.00	44,846.00	46,694.00	48,621.00
8	36,779.00	41,844.00	44,363.00	46,694.00	48,621.00	50,628.00
9	38,338.00	43,412.00	46,136.00	48,621.00	50,628.00	52,716.00
10	39,896.00	45,039.00	47,985.00	50,628.00	52,716.00	54,889.00
11	39,896.00	46,729.00	49,902.00	52,716.00	54,889.00	57,155.00
12	39,896.00	48,483.00	51,900.00	54,889.00	57,155.00	59,511.00
13	39,896.00	48,483.00	51,900.00	57,158.00	59,511.00	61,967.00
14	39,896.00	48,483.00	51,900.00	57,158.00	59,511.00	61,967.00
15	39,896.00	49,390.00	52,937.00	58,333.00	60,739.00	63,245.00
16	39,896.00	49,390.00	52,937.00	58,333.00	60,739.00	63,245.00
17	39,896.00	49,390.00	52,937.00	58,333.00	60,739.00	63,245.00
18	39,896.00	49,390.00	52,937.00	58,333.00	60,739.00	63,245.00
19	39,896.00	49,390.00	52,937.00	58,333.00	60,739.00	63,245.00
20	41,455.00	51,242.00	55,054.00	60,739.00	63,245.00	65,854.00
21	41,455.00	51,242.00	55,054.00	60,739.00	63,245.00	65,854.00
22	41,455.00	51,242.00	55,054.00	60,739.00	63,245.00	65,854.00
23	41,455.00	51,242.00	55,054.00	60,739.00	63,245.00	65,854.00
24	41,455.00	51,242.00	55,054.00	60,739.00	63,245.00	65,854.00
25	41,455.00	51,242.00	55,054.00	60,739.00	63,245.00	65,854.00
26	41,455.00	51,242.00	55,054.00	60,739.00	63,245.00	65,854.00
27	43,013.00	52,205.00	56,154.00	61,992.00	64,548.00	67,213.00

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE 2012-13 SCHOOL YEAR

BASE 31,481.00

STEPS	ND	BA	BA+18	MA	MA+15	MA+30
0	26,759.00	31,481.00	32,740.00	34,132.00	35,539.00	37,006.00
1	28,018.00	32,662.00	34,050.00	35,539.00	37,006.00	38,533.00
2	29,277.00	33,886.00	35,413.00	37,006.00	38,533.00	40,123.00
3	30,537.00	35,158.00	36,830.00	38,533.00	40,123.00	41,775.00
4	31,796.00	36,477.00	38,303.00	40,123.00	41,775.00	43,500.00
5	33,055.00	37,843.00	39,833.00	41,775.00	43,500.00	45,295.00
6	34,314.00	39,263.00	41,426.00	43,500.00	45,295.00	47,162.00
7	35,574.00	40,733.00	43,085.00	45,295.00	47,162.00	49,107.00
8	37,148.00	42,263.00	44,807.00	47,162.00	49,107.00	51,135.00
9	38,722.00	43,847.00	46,598.00	49,107.00	51,135.00	53,244.00
10	40,296.00	45,490.00	48,465.00	51,135.00	53,244.00	55,438.00
11	40,296.00	47,196.00	50,401.00	53,244.00	55,438.00	57,727.00
12	40,296.00	48,969.00	52,419.00	55,438.00	57,727.00	60,107.00
13	40,296.00	48,969.00	52,419.00	57,730.00	60,107.00	62,587.00
14	40,296.00	48,969.00	52,419.00	57,730.00	60,107.00	62,587.00
15	40,296.00	49,885.00	53,467.00	58,917.00	61,347.00	63,878.00
16	40,296.00	49,885.00	53,467.00	58,917.00	61,347.00	63,878.00
17	40,296.00	49,885.00	53,467.00	58,917.00	61,347.00	63,878.00
18	40,296.00	49,885.00	53,467.00	58,917.00	61,347.00	63,878.00
19	40,296.00	49,885.00	53,467.00	58,917.00	61,347.00	63,878.00
20	41,870.00	51,755.00	55,605.00	61,347.00	63,878.00	66,513.00
21	41,870.00	51,755.00	55,605.00	61,347.00	63,878.00	66,513.00
22	41,870.00	51,755.00	55,605.00	61,347.00	63,878.00	66,513.00
23	41,870.00	51,755.00	55,605.00	61,347.00	63,878.00	66,513.00
24	41,870.00	51,755.00	55,605.00	61,347.00	63,878.00	66,513.00
25	41,870.00	51,755.00	55,605.00	61,347.00	63,878.00	66,513.00
26	41,870.00	51,755.00	55,605.00	61,347.00	63,878.00	66,513.00
27	43,444.00	52,728.00	56,716.00	62,613.00	65,194.00	67,886.00

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE 2013-14 SCHOOL YEAR

BASE 31,796.00

STEPS	ND	BA	BA+18	MA	MA+15	MA+30
0	27,027.00	31,796.00	33,068.00	34,473.00	35,895.00	37,376.00
1	28,298.00	32,988.00	34,391.00	35,895.00	37,376.00	38,918.00
2	29,570.00	34,225.00	35,767.00	37,376.00	38,918.00	40,524.00
3	30,842.00	35,510.00	37,198.00	38,918.00	40,524.00	42,193.00
4	32,114.00	36,842.00	38,686.00	40,524.00	42,193.00	43,936.00
5	33,386.00	38,222.00	40,231.00	42,193.00	43,936.00	45,748.00
6	34,658.00	39,656.00	41,840.00	43,936.00	45,748.00	47,634.00
7	35,929.00	41,141.00	43,516.00	45,748.00	47,634.00	49,599.00
8	37,519.00	42,686.00	45,255.00	47,634.00	49,599.00	51,646.00
9	39,109.00	44,285.00	47,064.00	49,599.00	51,646.00	53,777.00
10	40,699.00	45,945.00	48,950.00	51,646.00	53,777.00	55,993.00
11	40,699.00	47,669.00	50,905.00	53,777.00	55,993.00	58,304.00
12	40,699.00	49,459.00	52,944.00	55,993.00	58,304.00	60,708.00
13	40,699.00	49,459.00	52,944.00	58,308.00	60,708.00	63,214.00
14	40,699.00	49,459.00	52,944.00	58,308.00	60,708.00	63,214.00
15	40,699.00	50,384.00	54,002.00	59,506.00	61,961.00	64,517.00
16	40,699.00	50,384.00	54,002.00	59,506.00	61,961.00	64,517.00
17	40,699.00	50,384.00	54,002.00	59,506.00	61,961.00	64,517.00
18	40,699.00	50,384.00	54,002.00	59,506.00	61,961.00	64,517.00
19	40,699.00	50,384.00	54,002.00	59,506.00	61,961.00	64,517.00
20	42,289.00	52,273.00	56,161.00	61,961.00	64,517.00	67,179.00
21	42,289.00	52,273.00	56,161.00	61,961.00	64,517.00	67,179.00
22	42,289.00	52,273.00	56,161.00	61,961.00	64,517.00	67,179.00
23	42,289.00	52,273.00	56,161.00	61,961.00	64,517.00	67,179.00
24	42,289.00	52,273.00	56,161.00	61,961.00	64,517.00	67,179.00
25	42,289.00	52,273.00	56,161.00	61,961.00	64,517.00	67,179.00
26	42,289.00	52,273.00	56,161.00	61,961.00	64,517.00	67,179.00
27	43,878.00	53,255.00	57,284.00	63,239.00	65,846.00	68,565.00

ARTICLE 24 – INSTRUCTIONAL ASSISTANTS

- 24.01 If a kindergarten class size exceeds twenty-five (25) students, then a two (2) hour instructional assistant will be assigned to that class daily. If an elementary classroom in Grade 1 exceeds twenty-six (26) students, a two (2) hour instruction assistant will be assigned to that class daily. If an elementary classroom in grades 2-5 exceeds thirty (30) students, then a two (2) hour instructional assistant will be assigned to that class daily. The October EMIS count will be used as the official class number.
- 24.02 If financial conditions exist which would cause a reduction in the number of instructional assistants, the reduction will commence with Grade 5 and move in descending order through the remaining grade levels.
- 24.03 If financial conditions exist which would make this employment a hardship on the district, the administration agrees to meet with the Association to justify and clarify the hardship and possible elimination of instructional assistants for that year.

ARTICLE 25 – ASSOCIATION-ADMINISTRATION MEETINGS

- 25.01 Monthly meetings between the officers of the Association and the Superintendent and other central office administrators may be held to review common concerns affecting the total educational program and policies affecting the professional personnel. Any items of concern to be discussed at such meeting should be forwarded to the Superintendent or Association President prior to the scheduled meeting date, and where practical, by the Friday preceding the scheduled meeting date. When requested, these meetings shall be held on the third Tuesday of each month during the school year. Prior to the commencement of school, a meeting maybe held on a mutually acceptable date.
- 25.02 Building Committees will be created in an effort to foster communication between the Administration and bargaining unit members at the building level; the Committees shall consist of representatives from each building and their respective building administrators. The Superintendent may from time to time participate in such committee meetings. The main functions of the Committee will be to confer on matters of mutual concern; to keep both parties informed of changes and developments; to discuss matters pertaining to education related issues; to confer over potential problems in an effort to keep such matters from becoming major in scope.
- A. Bargaining unit representatives shall be elected by all bargaining unit members from their respective buildings. Each elementary building will elect two (2) representatives, the middle school will elect three (3) representatives, and the high school will elect five (5) representatives. No such representative of the Committee shall serve more than two successive years on this Committee.
- B. The Committee will meet no more than once a month unless additional meetings are mutually agreed to; such meeting will be held between Monday through Friday either before or after school hours.

- C. Any items of concern to be discussed at such meeting should be forwarded to the Principal or bargaining unit representatives at least two (2) work days prior to the established meeting dates.
- D. Prior to the commencement of school, a meeting may be held on a mutually acceptable date.

ARTICLE 26 – PARENT-TEACHER CONFERENCES

- 26.01 Bargaining Unit members will participate in two (2) parent-teacher conference days annually.
- 26.02 Each building staff will determine the conference schedule. The total number of hours for conferences will not exceed the regular teacher work day.
- 26.03 Bargaining unit members (K-12) with building administrators will be jointly responsible with office staff for scheduling conference times with parents by mail or telephone.
- 26.04 Bargaining unit members are to be present even if no conferences are scheduled equal to the teacher work day. Teachers are to be engaged in professional activities within the building.
- 26.05 The dates for parent-teacher conferences will be included in the annual district calendar. The first conference will occur at, or after, the end of the first grading period. The second conference will occur during the second semester at a date most appropriate for effective communication at the (6-12) High School/Middle School or (K-5) Elementary.

ARTICLE 27 – JOB DESCRIPTIONS

- 27.01 Job descriptions for positions currently filled will be developed within 90 calendar days by the association, the person(s) currently holding the position and the administrator responsible for supervising the persons. If not, the association job description will be presented to the Board.
- 27.02 Job descriptions for positions not currently filled or newly created shall be written by an administrator appointed by the Superintendent and a representative designated by the Association, will become a part of this agreement, and be established by the Board.
- 27.03 Compensation for any supplemental position must be bargained by the Association and the Board.

ARTICLE 28 – TUITION WAIVER

A bargaining unit member who lives outside the district may enroll his/her child (children) prior to the beginning of the school year in the New Philadelphia School District. No tuition cost will be assessed to the bargaining unit member. The bargaining unit member will complete open enrollment forms if applicable. However, the District shall not be responsible for the costs associated with post-secondary enrollment of a child enrolled under this provision.

ARTICLE 29 – DRUG FREE WORKPLACE

- 29.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

- 29.02 The manufacturing, distributing and/or dispensing of any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment as according to Ohio Revised Code §3319.16 and §3319.161.
- 29.03 The conviction, guilty or no contest plea of an employee for the possession and/or use of any controlled substance as defined in federal and state law while engaged in an activity related to work or the workplace shall be sufficient grounds to require the employee to immediately enter a treatment/rehabilitation program as a condition for continued employment. A second conviction, guilty or no contest plea shall be sufficient grounds for termination of employment.

ARTICLE 30 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 30.01 The New Philadelphia City Schools Local Professional Development Committee (LPDC) is hereby established as the name of the entity required by Senate Bill 230. The Committee shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district.
- 30.02 The LPDC shall develop by-laws of operation which will oversee and review professional development plans for course work, continuing education units (CEU's), and/or other equivalent activities.
- 30.03 The term of office for members serving on the committee shall be two (2) years.
- 30.04 A. The committee shall be comprised of eight (8) members as follows:
- Five (5) classroom teachers
 - Three (3) administrators
- B. The five (5) teacher members shall be appointed by the Association president. The three (3) administrative appointments shall be made by the Superintendent.
- C. In the event of a vacancy, the committee member shall be replaced in accordance with Section 30.04 (B) above.
- 30.05 The committee chairperson and secretary/recorder shall be determined by the majority vote of the committee members.
- 30.06 The District Local Professional Development Committee members shall determine the frequency, time, and place of meetings within the following parameters:
- A. The number of release day meetings in any one year shall be kept to a minimum.
 - B. Attendance at any meetings scheduled for after school or in the summer shall be compensated at a rate equal to the hourly per diem of the teacher's base salary for up to twenty (20) hours per year. The LPDC shall be paid at Level 19 of the Supplemental Salary Schedule.
- 30.07 All district educators who are not working under a permanent certificate will prepare an Individual Professional Development Plan to address their personal, professional, and assignment goals as they relate to students, grade level and assignment, building, district, regional and our state expectations for performance.

- 30.08 The LPDC shall approve all CEU programs, course work for all licensed employees as included by statute, as well as other activities that may provide CEU's; and the LPDC shall establish and/or approve the criteria for the above programs.
- 30.09 A teacher may appeal the decision of the LPDC consistent with the Appeals Process determined in the by-laws of operation.

ARTICLE 31 – EMPLOYMENT OF RETIRED TEACHERS

This provision shall only be in effect for the term of this Agreement.

- 31.01 Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Agreement, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- 31.02 A Retiree shall be paid at the Bachelors - 5 years salary step level, if Bachelors, and the Masters - 5 years salary step level, if Masters, regardless of training and years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.
- 31.03 A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Section 8.03 of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §3319.11 and §3319.111.
- 31.04 A Retiree shall accumulate and may use sick leave in accordance with Article 7 of the Negotiated Agreement, but shall not be entitled to severance pay under Article 11 of the Negotiated Agreement upon conclusion of employment as a Retiree.
- 31.05 A Retiree shall not be entitled to participate in insurances provided to bargaining unit members under Article 15 of the Negotiated Agreement.
- 31.06 A Retiree shall not accumulate seniority in the bargaining unit.
- 31.07 The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, seniority and severance pay.

ARTICLE 32 – DURATION AND INTENT OF AGREEMENT

- 32.01 There shall be no negotiations between parties except as provided by this Agreement.
- 32.02 If any provision of the total agreement or any application of the total agreement shall be found contrary to law, the parties shall meet within ten (10) days of a request by either party to determine the extent, if any, to which changes must be made.
- 32.03 Both parties and their constituents agree to comply with the provisions of the contract.
- 32.04 The Agreement has been negotiated in good faith by the above mentioned parties and shall become effective August 1, 2011 and shall remain in effect through July 31, 2014.
- 32.05 This document represents the total agreement between the parties.

FOR THE ASSOCIATION

Jim M. Buppert
President

Sandra Fuller
Vice-President

Jan Harding
Secretary

Megan Beachy
Treasurer

FOR THE BOARD

Bob Albert
Superintendent

Chris Whang
Board President

Tim Jethu
Treasurer

OCTOBER 19, 2011
Date

APPENDIX A – SCHEDULE OF BENEFITS

NEW PHILADELPHIA CITY SCHOOLS

	NETWORK	NON-NETWORK
Lifetime Maximum Per Person	\$2,000,000.00 (Network and Non-Network combined)	
Deductible		
Single	\$100.00	\$200.00
Family	\$200.00	\$400.00
Out-of-Pocket (excluding deductible)		
Single	\$250.00	\$650.00
Family	\$250.00	\$1,050.00
If preadmission Hospital certification is not utilized, your benefits under the plan will be reduced by \$250.00.		
Maximum Daily Room Charge	90%	80% R&C
Private Room Rate	90%	80% R&C
Inpatient Miscellaneous Charges and Inpatient Physician Visits	90%	80% R&C
Preadmission Testing	100% (Deductible does not apply)	100% R&C (Deductible does not apply)
Diagnostic X-ray and Lab	90%	80% R&C
Consultation Expenses	90%	80% R&C
Surgical Expense Benefits	90%	80% R&C
Outpatient Surgery and Facility	100% (Deductible does not apply)	100% R&C (Deductible does not apply)
Durable Medical Equipment	90%	80% R&C
Inpatient/Outpatient Anesthesia	90%	80% R&C
Ambulance Services	90%	80% R&C
Emergency Accident Treatment	90%	80% R&C
Supplemental Accident Benefit	100% of the first \$300.00, then deductible, then payable at:	
	90%	80% R&C
Emergency Illness Treatment	90%	80% R&C
Physician Office Visits	\$10.00 copay then 100%	80% R&C
Therapy Services	90%	80% R&C
Chiropractic Care (Calendar Year Maximum: \$1,200.00)	90%	80% R&C
Skilled Nursing Care (Maximum: 120 days per confinement)	90%	80% R&C
Home Health Care (Calendar Year Maximum: 120 visits)	90%	80% R&C
Hospice Care (Lifetime Maximum: 180 days)	90%	80% R&C
Organ Transplants	90%	80% R&C
Mental Nervous Disorders		
Inpatient (Calendar Year Maximum: 45 days)	90%	80% R&C
Outpatient (Calendar Year Maximum: 12 days)	90%	80% R&C
Alcohol & Substance Abuse		
Inpatient (Calendar Year Maximum: 45 days)	90%	80% R&C
Outpatient (Calendar Year Maximum: \$1,200.00) (Maximum allowed per visit: \$45.00)	80%	80% R&C

	NETWORK	NON-NETWORK
Wellness Benefits		
Mammogram	\$10.00 copay then 100%	80% R&C
Pap Smear (Limited to 1 per Calendar Year)	90%	80% R&C
OB/GYN Exam (Limited to 1 per Calendar Year)	\$10.00 copay then 100%	80% R&C
Prostate Exam (Limited to 1 per Calendar Year)	\$10.00 copay then 100%	80% R&C
Well Child Care (includes immunizations)		
Birth to Age One (Lifetime Maximum: \$500.00)	\$10.00 copay then 100%	80% R&C
Age 1 to Age 9 (Calendar Year Maximum: \$150.00)	\$10.00 copay then 100%	80% R&C
Prescription – Retail Copays	OTC \$0/Generic \$5/Formulary \$15/Non-Formulary \$25	
Prescription – Mail Order Copays	Generic \$10/Formulary \$30/Non-Formulary \$50	

APPENDIX B – MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW PHILADELPHIA EDUCATION ASSOCIATION
AND
THE NEW PHILADELPHIA CITY BOARD OF EDUCATION**