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STATE EMPLOYMENT  
RELATIONS BOARD

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# NEGOTIATED AGREEMENT

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BETWEEN THE

**NEWBURY EDUCATION ASSOCIATION  
(CERTIFIED EMPLOYEES)**

AND THE

**NEWBURY LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

Effective July 1, 2012 through June 30, 2013

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## ARTICLE I – RECOGNITION

- A. The Newbury Local School District Board of Education, hereinafter referred to as the “Board”, recognizes the Newbury Education Association, hereinafter referred to as the “NEA,” and its affiliates as the sole and exclusive representative for all certificated teachers for the purpose of collective bargaining wages, hours and other terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.
- B. Teachers include all persons employed by the Newbury Local School District Board of Education defined as such in Section 3319.09 of the Ohio Revised Code (the term “teacher(s)”, “employee(s)”, and “member(s) of the bargaining unit” are used interchangeable in this Agreement). The bargaining unit shall include classroom teachers, tutors, librarians, guidance counselors, specialists, psychologists, long-term substitutes (persons employed in the same position for sixty (60) or more days) and others holding teaching certificates who are not in administrative positions.
- C. The bargaining unit shall not include administrators, supervisors, noncertified employees, employees assigned to St. Helen, seasonal employees, casual employees, or short-term substitute teachers.
- D. Recognition shall continue for the duration of this Agreement. Representative status of the NEA may only be challenged in accordance with O.R.C. 4117.

## ARTICLE II – NEGOTIATIONS PROCEDURES

- A. Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the NEA.
- B. Unless otherwise agreed, ten (10) days prior to the first negotiations session, the parties agree to exchange complete negotiations packages. The packages shall contain the fully-written proposals for a successor contract.
- C. Thereafter, no later than ninety (90) calendar days prior to the expiration of the current Agreement, the parties agree to meet and negotiate in accordance with the procedures set forth herein in good faith in an effort to reach agreement on matters raised by the parties relating to questions of wages, hours, terms, and other conditions of employment and the continuation, modification, or deletion of provisions of this Agreement. Any agreement reached shall apply to all members of the bargaining unit. This Agreement shall be reduced to writing, presented to the NEA membership and, if adopted, be presented to the Board for its approval and, if approved, be executed.
- D. Once packages have been exchanged, no new items may be added by either party except through mutual agreement.

- E. During negotiations the Board and the NEA will present relevant data, exchange points of view, and make proposals and counterproposals. All public records will be made available to the NEA upon reasonable request, in writing, during normal business hours.
- F. During the course of negotiations, items tentatively agreed to shall be reduced to writing and initialed by representatives of each negotiations team and set aside. No items shall be finally agreed to by the respective negotiating teams until all items have been agreed to.
- G. Every effort shall be made to conclude negotiations within forty-five (45) days from the date of the first negotiating session unless mutually extended. If negotiations have not been concluded by that time, or within forty-five (45) days prior to the expiration date of the Agreement, whichever comes sooner, either party may declare an impasse in negotiations by written notice to that effect personally served upon the chief negotiator for the other side. Thereupon, the parties shall request the services of a federal mediator. The chief negotiator for the party declaring impasse shall request that the Federal Mediation and Conciliation Service (FMCS) appoint a mediator. Sessions shall be held at mutually convenient times and at a neutral site. If no Federal Mediator is available in a timely fashion, the parties shall contact the State Employment Relations Board (SERB), who shall appoint a mediator. Two (2) full day sessions shall be held during which time the mediator shall attempt to mediate a settlement which is acceptable to both parties. Any costs of the Mediator's services shall be shared equally by the parties.
- H. If, in order to complete this procedure, the time period extends beyond the concluding date of the current contract, that contract shall be automatically extended for a period of five (5) workdays following a settlement agreement, during which time the Board and the NEA shall each hold meetings to act on the settlement agreement. Unless specifically agreed otherwise, the terms and conditions of the successor contract shall be retroactive to the first workday following the expiration date set forth in the former contract.
- I. There shall be no publicity releases except those mutually agreed to by the parties until after notice of impasse has been served by one party or the other in accordance with the above paragraph. This is not to preclude the NEA from keeping the NEA membership informed and the Board's team from keeping the Board members informed of the progress of negotiations.
- J. Negotiating sessions between the Board and the NEA shall be closed to the press and the public.
- K. Before the Board changes and/or enacts any policies affecting wages, hours, terms and/or other conditions of employment of members of the bargaining unit, the Board will notify the NEA in writing that it is considering such a change(s). The NEA will have the right to negotiate with the Board regarding any such proposed change(s) for a period of ten (10) days, provided that it files a request with the Board within five (5) workdays after receipt of the Board's notice. Nothing in the Board's policies shall conflict with the terms and conditions of this Agreement nor in any way diminish the terms and conditions of this Agreement.

- L. The impasse procedures set forth above constitute the parties' mutually agreed upon dispute settlement procedures and shall operate in lieu of any and all settlement procedures set forth in O.R.C. §4117.14.
- M. The Board and the NEA agree that any or all of the procedures contained in this Article may be amended at any time by written mutual agreement of the Newbury Board of Education and the Newbury Education Association.

### ARTICLE III — ABSENCES AND LEAVES

All leave forms shall be found on the Computer Kiosk, with the exception of the Child Rearing Leave Form.

#### A. Sick Leave

- 1. Under provisions of O.R.C. §3319.141, all members of the bargaining unit shall be granted sick leave at the rate of one and one-quarter (1¼) days for each month of employment with the maximum possible accumulation of fifteen (15) days per year. The maximum number of days of sick leave which may be accumulated is two hundred fifty (250) days.
- 2. Any teacher who has reached one hundred eighty (180) days or more must choose to be compensated for unused sick leave days, earned at the rate of one and one-quarter (1¼) days per month, in excess thereof per a. or b. below or to accumulate sick leave days up to the two hundred fifty (250) day maximum.
  - a. An annual payment of Forty Dollars (\$40.00) for each full day or portion thereof up to a maximum of fifteen (15) days, payable on or before August 30th of each year, of earned, unused, non-accumulative sick leave days earned during the preceding school year; or
  - b. One (1) unrestricted special leave day to be used during the following school year for each five (5) full days of earned, unused, non-accumulative sick leave days earned during the preceding school year provided. Special leave days shall be accumulative to a maximum of five (5). The following conditions shall apply to use of any such special leave:
    - (1) At least five (5) days advance notice must be given by any such teacher to his or her principal of the intent to use same.
    - (2) No such days may be used during the first five (5) days of either semester or the last five (5) days of the school year.
    - (3) The election to receive payment under a. or b. above must be made in writing and delivered to the Treasurer on or before August 15 of

the year of entitlement or, if not used during the subsequent year, may be cashed in June of that year.

- c. Election forms, in accordance with 2. above, shall be provided to eligible teachers.
3. Accumulated sick leave may be used for the following reasons:
- a. Personal illness, and/or exposure to contagious diseases that can be communicated to others.
  - b. Death in the immediate family. The immediate family is construed to mean grandparent, grandchild, husband, wife, child, father, mother, sister, brother, or similar relative by marriage; or death in the household.
  - c. To attend duties necessitated by the hospitalization or by serious illness of the immediate family.
  - d. Pregnancy – A signed statement from the teacher’s physician, certifying that the teacher cannot perform the duties required shall be necessary to determine the beginning date of absence. The teacher may use sick leave not to exceed six (6) weeks during the postpartum period.
4. All teachers shall submit the provided Sick Leave Form upon returning to the classroom. If medical attention is required, the teacher’s statement must list the name and address of attending physician and dates of consultation.
5. All regularly scheduled new teachers, upon signing a contract for the school year, and all present teachers who have exhausted their respective accumulations of sick leave, shall be entitled to an advancement of five (5) days sick leave, with pay, at the beginning of each school year or if needed during the school year. The sick leave days will be advanced to the teacher in a block of five (5) days. No more than five (5) days will be advanced to the teacher by the Board between July 1, and June 30 of each school year. Any of the five days not used by the teacher by June 30, shall be paid back to the school District. If the teacher has not earned enough sick days during the course of the school year to reimburse the District for all five (5) days, the number of days the teacher owes the District will be deducted from the teacher’s final paycheck for the school year. If the paycheck does not cover the total number of days owed, the remaining days will be deducted from the teacher’s next pay check. In addition, a teacher who exhausts sick leave during the course of the school year and is docked for absence due to illness will be reimbursed in August for any sick leave days earned subsequent to the days docked.
6. Teachers who work less than full-time shall be entitled to sick leave for the time actually worked in the Newbury School District at the same rate as that granted to full-time teachers. The Treasurer shall maintain an employment record for each

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such teacher regarding days of actual employment. Teachers who work fewer than five (5) days per week shall be credited for one and one-quarter (1¼) days of sick leave for each twenty (20) days worked in the Newbury Local School District. Teachers who work part-time shall earn and accumulate sick leave on a prorated basis according to hours worked. The proration shall be the same as that for salary and benefits. Teachers who earn sick leave on a prorata basis shall likewise have it deducted on the same pro-rata basis.

B. Personal Leave

1. Each teacher shall be allowed three (3) personal leave days each year. A maximum of ten percent (10%) of the bargaining unit members may use personal leave on the same day.
  - 65 a. Two (2) of the three (3) personal leave days shall be unrestricted.
  - b. The restricted personal leave day cannot be used the first or last five (5) days of the school year or the scheduled workday before or after a recess.
  - c. No personal days shall be used to engage in gainful employment.
2. Intentional falsification of a personal leave form may be grounds for employee termination.
3. Any personal leave days not used during a school year will be converted to sick days at the end of the fiscal year, adding a maximum of three (3) days to the accumulated sick days. The result is that an employee may accumulate a total of eighteen (18) days per year in combined accumulated sick days and personal days; however, the total maximum accumulation of sick days may not exceed 250 days.

C. Assault Leave

1. It is recognized by the Board that a teacher who is absent due to physical disability resulting from a physical assault which occurs in the course of Board employment will be maintained on full pay status during the period of disability for a period of up to the remainder of the school year during which the assault occurred provided, however, that should said assault occur less than sixty (60) school days from the end of the school year such leave may extend into the next school year so as to provide a maximum of sixty (60) days total available leave. Assault leave granted shall not be charged against sick leave or special leave. For the purposes of this Article, assault is defined as the intentional causation of physical harm to the teacher by any other person. This Article is also intended to cover injuries suffered by the teacher during the course of, or as a result of, an assault, as defined herein, upon third person(s).

2. Procedure to be Followed

- a. A teacher who has been physically assaulted in connection with the performance of his/her duties shall notify his/her appropriate supervisor immediately.
- b. The teacher shall furnish a signed statement on forms provided by the Board to justify the use of assault leave.
- c. The teacher will furnish a certificate from a licensed physician stating the nature of the disability and its estimated duration before assault leave can be approved for payment.
- d. If court action results, said teacher shall be granted leave of his/her professional duties and a qualified substitute provided without loss of pay, and no deductions will be made from his/her sick or special leave.
- e. A teacher, disabled as a result of physical assault, shall be returned to the same position as held at the time of the incident if the return is in the same school year, or will be returned to a similar position if the return is in the following school year.

3. Criminal Charges

- a. A teacher must be willing to file criminal charges against the perpetrator of the assault to qualify for assault leave.
- b. The Board respects the rights of its teachers and will respect teachers' decisions to file criminal charges against the perpetrator of the assault.
- c. A teacher shall be paid at his/her per diem rate for time spent in proceedings which result from the filing of criminal charges during the regular school workday/year and Fifteen Dollars (\$15.00) per hour spent during non-school workdays.
- d. Board-provided legal counsel shall be made available to a teacher in connection with the filing of criminal charges.

D. Child-Rearing Leave

Leave without pay for purposes of child-rearing shall be granted in accordance with the following terms and conditions upon request of the teacher (See Appendix K for Child Rearing Leave Form):

1. This leave shall apply to teachers adopting children two (2) years of age or younger as well as those teachers having children born to them or their spouses.

2. The teacher shall submit notification of the need for leave on the form included as part of this Agreement as soon as possible but no later than two (2) weeks prior to the commencement of the leave.
3. Any such leave shall commence, if possible, at the beginning of the first or second semester but may commence at any other time as is required by the circumstances involved. Such leave shall extend through the remainder of the then current school contract year or for such shorter period as the teacher may request and the Superintendent may approve. Upon the request of the teacher, said leave may be extended for an additional one (1) or two (2) semesters.
4. If the teacher granted leave pursuant to this provision is on a limited contract, provisions of such contract, all other provisions of this contract, and applicable state law shall apply in reference to nonrenewal and the notification dates therefore. While use of leave hereunder shall not be grounds for termination or nonrenewal of a teacher's contract, the fact that any such teacher may be on leave pursuant to the terms of this provision does not exempt such teacher from operation of the nonrenewal provisions of state law or this Contract.
5. Teachers on child-rearing leave shall notify the Superintendent by letter of plans for the coming school year by April 1 preceding the year of anticipated return, unless the birth or adoption of the child in question occurs subsequent to March 15, in which case the teacher shall have until July 1 to notify the Superintendent of his/her intentions for the coming school year.
6. If notification is not received in timely fashion by certified mail with return receipt requested (either by April 1 or July 1), it will be conclusively presumed that the teacher on leave does not wish to return to employment with the Newbury Schools.
7. During the first fifty-nine (59) days of any leave granted pursuant to this provision, the teacher in question may cancel his/her request for this leave and resume his/her regular teaching duties.
8. A teacher on leave of absence pursuant to this provision who complies with the foregoing notice requirements shall resume the same contract status held prior to the leave and shall be returned to professional duties in the form of a position within his/her area of certification.

E. Miscellaneous Leaves

1. Absence to Attend Professional Meetings and Conferences
  - a. Absence, with or without pay, may be authorized by the Superintendent to permit teachers to attend local, district, state, national and international meetings or conferences of a professional nature. Authorization for such absences shall be obtained prior to the absence by a written request to the

Superintendent. Teachers sent to such meetings or conferences on business of the Board shall be considered assigned to duty with full payment of salary.

- b. Upon prior approval of the building principal, high school coaches and activity sponsors whose students are participating may attend statewide competitions such as the Ohio High School Athletic Association tournaments and similar such student competition/exhibitions and shall be provided with leave without loss of pay or benefits and expenses. Reimbursement of junior high coaches' expenses may be authorized by the Superintendent if requested by the Head Coach. The Athletic Directors' expenses shall be reimbursed for at least one (1) statewide competition per school year unless no professional leave is being granted within the District.
- c. Coaches/sponsors who wish to attend competitions or exhibitions where their students are not participating may be provided leave without loss of pay or benefits.

2. Visits to Other Schools

The Superintendent may excuse teachers for the purpose of visiting other schools without loss of pay. The Board shall pay the substitute for the day that the teacher is absent; however, the teacher must provide his/her transportation.

3. Jury Duty

Any teacher who receives a notice to serve as a juror shall be paid in accordance with O.R.C. §3313.211.

4. Military Leave

Military leave is permitted and is completely defined in O.R.C. §3319.14, Military Service, and O.R.C. §5923, National Guard Service. Teachers may contact principals or the Superintendent for complete code section.

5. Leave of Absence for Personal Illness

Any teacher who, after exhaustion of his/her accumulated sick leave, is unable to perform satisfactorily the duties of his/her position because of personal illness or of other disability shall, upon written request of the teacher, be granted a leave of absence without pay for up to two (2) consecutive school years. This leave shall be pursuant to the provisions of O.R.C. §3319.13.

F. Family Medical Leave

All teachers shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Paid leaves provided by this agreement may be used by the teacher instead of or in addition to FMLA leave, provided the reason(s) for the use of paid leave meet the requirements of this Agreement. Unpaid leaves provided by this agreement shall be included as part of the twelve (12) weeks of leave provided by the Family and Medical Leave Act.

G. Group Insurance While on Unpaid Leaves of Absence

1. Except as provided by Section F above, all benefits shall cease to be provided and cease to accumulate during the full duration of any unpaid leave of absence provided; however, a teacher on an approved unpaid leave of absence may, at his or her election, notify the Treasurer of his or her desire to continue to participate in group insurance plans at his or her sole expense. The Treasurer shall then advise the teacher of the total monthly premium payment due. Any such participation shall be in accordance with the terms set forth below and failure of the teacher to comply with such terms shall terminate his or her right to continued coverage and participation.
2. All premium payments shall be due in the office of the Treasurer of the Board on the fifth (5th) day of the month of actual coverage. If checks are not received by this date, coverage shall be terminated on the last day of the current month. However, the teacher will be liable for that month's premium. This provision shall apply to teachers on leaves of absence as well as teachers who are without jobs as a result of reduction in force but who are awaiting recall.
3. If a teacher commenced an unpaid child-rearing leave of absence or a leave of absence for personal illness after completing one hundred twenty (120) days of full-time employment, the teacher's fringe benefits will be paid through June 30; one hundred forty (140) days through July 31; and one hundred sixty (160) days through August 31 of that school year.

H. Leave Pursuant to a Summons or Subpoena

A teacher who is summoned or subpoenaed in connection with a school-related matter shall be granted leave with no loss of pay or other emoluments for days covered by the summons or subpoena.

I. Leave of Absence for Travel or Professional Study

1. After five (5) or more consecutive years of service in the Newbury School District, a teacher shall be granted, upon request, a leave of absence not to exceed one (1) year for travel or professional study designated expressly to improve or broaden skills as a teacher, specialist teacher, supervisor, or administrator.

2. Annual increments provided by the salary schedule shall be granted for the year of travel provided the itinerary is for a period exceeding six (6) months and also providing the Superintendent is satisfied that the travel will meet the requirements cited above. In case of a difference of opinion, appeal may be made to the Board. Annual increments provided by the salary schedule shall be granted for the year of professional study providing eighteen (18) or more semester hours are earned or during which a doctoral program was completed. No salary or benefits will be paid.
3. All leaves must be requested prior to April 1 prior to the leave, and requests for reassignment at the conclusion of the leave must be submitted prior to April 1 of the year of absence.
4. Leaves will be granted as of September 1 or the beginning of the school year if earlier than September 1 and will conclude with the return to duty of the teacher the following August 31 or such earlier day as is applicable under his/her contract.
5. The recipient of a leave shall return to the Newbury Local School District for a period of at least one (1) school year or the Board shall withhold the annual increment from the teacher's credit and from any notification to a future employer concerning salary schedule credit. Only one (1) such leave shall be granted to a teacher. No more than two (2) teachers shall be on leave at any time.
6. Failure to complete the requirements shall void all responsibilities of the Board.

J. General and Sabbatical Leave

1. General

Once during any ten (10) school year period, a teacher may take an unpaid leave of absence which shall be for a full school year. Notification shall be provided to the Superintendent by April 1 of the school year preceding the leave year. Leave may be for a shorter period than a full school year or more often than once every ten (10) years upon a showing of good cause and with the Superintendent's approval.

2. Sabbatical

Teachers who have been employed in the Newbury School District for at least five (5) consecutive years shall be granted leave upon proper application, for not more than one (1) school year for the purpose of professional improvement, in accordance with O.R.C. §3319.131, subject to the following conditions:

- a. Except with the approval of the Superintendent, not more than one (1) teacher may be on leave at any one time. If more than one (1) teacher requests leave, preference shall be based upon seniority.

- b. The program for leave must be filed with the Superintendent in advance. Application, including an outline of the program for professional improvement, must be submitted by April 1 for consideration of leave for the following first semester or school year and by August 1 for the second semester. By mutual agreement of the applicant and the Superintendent, these dates may be waived, in which case the NEA President shall be so informed. If for some reason the initial proposed program is unacceptable, the teacher shall be provided with a written statement specifying the reasons why the proposed program is unacceptable, and the teacher will be offered a grace period of two (2) weeks (10 school days) to resubmit the program. A detailed statement of achievement must be submitted at the conclusion of the leave.
- c. Sabbatical leave for the second semester will be contingent upon employment of a satisfactory substitute.
- d. Upon evidence that the professional growth plan has been completed satisfactorily, the teacher shall receive partial compensation in accordance with the following restrictions:
  - (1) The teacher must be willing to return to the employ of the school district for at least one (1) year following the leave.
  - (2) Compensation shall be limited to the difference between the total cost (salary, retirement, and Board paid taxes and fringe benefits) of the replacement teacher and the total cost the teacher on sabbatical leave would have cost during the period of leave, such compensation to be paid in two (2) equal installments in January and June during the year of return to service. At the option of the teacher on sabbatical leave, the teacher may elect to forego compensation in favor of having the Board continue its contribution toward fringe benefit coverage during the period of the sabbatical leave.
- e. A teacher, upon return from leave, shall be assured employment either in his/her former position or a comparable one carrying like status and pay. All rights with respect to contract status and other benefits including seniority and salary schedule credit for the period of the sabbatical leave shall be granted to the teacher upon return. However, sick leave shall not accrue during the time of the sabbatical leave.
- f. No teacher shall be granted such leave more often than every six (6) years, and leave will not be granted more than once to the same teacher unless no other qualifying teacher is awaiting a sabbatical.

K. Short-Term Unpaid Leave

1. When an employee has exhausted personal leave, he/she may qualify for dock days for the purposes that qualify for approved personal leave as defined in Article III (B) above.
2. Application shall be made as provided in the personal leave section in Article III. Written requests for short-term leave must be made at least two (2) weeks in advance of the date the leave commences, except in emergency situations.
3. The employee shall not be paid for the day(s) in question, and shall not be entitled to make-up the day.
4. The Superintendent will make final decisions as to the quantity of dock days. This decision shall not be grievable.

**ARTICLE IV – CONTRACTS**

A. Limited Contracts

All teachers who are appointed for the first time in the Newbury Local School District will be issued a limited annual contract.

B. Continuing Contracts

To be eligible for a continuing contract, a teacher must meet the requirements under state law as follows:

1. Hold a professional, permanent, or life teacher's certificate; or
2. Hold a professional educator license and have completed the applicable one of the following:
  - a. If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in State Board of Education rules; or
  - b. If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in State Board of Education rules

3. Taught at least three (3) of the last five (5) years in the District. Teachers who have held a continuing contract prior to employment at Newbury shall be eligible for a continuing contract after serving a two (2) year period. The Board may, at the time of employment or any time within the first two-year period, declare such teacher eligible. The Board may nonrenew the teacher at the end of the second school year of employment. If so, the teacher will not be entitled to a continuing contract.

For a teacher to be eligible for a continuing contract, the teacher must inform the Superintendent in writing of his/her eligibility by October 30 of the year the teacher becomes eligible or expects to become eligible for a continuing contract. If the teacher does not notify the Superintendent by October 30 of his/her eligibility, the Board may delay the decision to award a continuing contract until the next school year.

C. Extended Limited Contracts:

Teachers eligible for a continuing contract found to be deficient, in the opinion of their principal and/or Superintendent, may be placed on an extended limited contract for a period not to exceed two (2) years. Prior to the issuance of the extended limited contract the teacher shall be notified of the deficiencies during the evaluation process and in writing by the Superintendent and/or principal on or before April 30. The teacher shall be given the reason(s) directed at the professional improvement of the teacher. Should the teacher be reemployed at the end of the extended limited contract, the teacher shall be granted a continuing contract.

- D. Teaching duties and responsibilities must be described and clarified in the employees' job descriptions. Each job description shall outline the minimum qualifications, general duties and major responsibilities for the position. NEA shall receive a copy of the job description for all newly-created bargaining unit positions prior to their implementation. Each teaching contract and salary notice shall include the statement:

"Included as part of this Contract are the terms and conditions of the Agreement Between the Newbury Education Association and the Newbury Board of Education."

- E. The Board shall have the right to create new positions within the bargaining unit and to determine a salary or stipend for such positions. If new positions are created during the term of this Agreement, job descriptions shall be negotiated, at the request of the NEA, and/or included as an addendum to this Agreement.

## ARTICLE V — TEACHER DAY, YEAR AND ASSIGNMENT

### A. Teacher Day

1. The teacher day shall not exceed a total of seven and one-half (7½) hours inclusive of the following:

a. A minimum of thirty (30) minutes as a duty-free lunch period.

b. Elementary Teacher Day

At the elementary level, a classroom teacher shall have a maximum of sixteen hundred eighty (1680) minutes of instruction per week, minus non-student contact preparation time of at least two hundred sixty-five (265) minutes per week for all elementary teachers other than alternate day kindergarten teachers. Alternate day kindergarten teachers shall have an average of not less than two hundred sixty-five (265) minutes every two weeks. Elementary teachers may be assigned lunch and/or recess duty of twenty (20) minutes duration. The schedule for duty assignments shall be jointly developed with the elementary principal and members of the elementary staff selected by the NEA.

c. Secondary Teacher Day

(1) Secondary teachers shall not be assigned more than six (6) instructional assignments. Every other semester, teachers may be assigned a seventh (7<sup>th</sup>) assignment which shall be a non-instructional student supervision assignment (study hall, lunch duty and the like). Except during those semesters when a secondary teacher is assigned a seventh (7<sup>th</sup>) assignment, the teacher shall be entitled to two (2) preparation periods daily, each equal in length to at least one (1) regular teaching period. During any semester in which a seventh (7<sup>th</sup>) assignment is made, the teacher shall be entitled to one (1) preparation period daily, equal in length to at least one (1) regular teaching period. Whenever appropriate, study hall assignments shall be made in the teacher's classroom. Periods shall be forty-three (43) minutes in length, with the exception of lab periods.

(2) If the Board implements a seven (7) period day, the following teacher day may be implemented:

Fifty-four (54) minutes planning time which will be consecutive and uninterrupted.

Five instructional periods maximum. If it is necessary to assign a teacher a sixth instructional period, the teacher will be compensated at one-seventh (1/7) of the teacher's salary.

A teacher may not be assigned more than one duty per day unless the teacher is assigned fewer than five (5) instructional periods. In this case, the number of duties and instructional periods assigned shall not total more than six (6) periods.

AM or PM bus duty may be assigned as a duty if at least four (4) teachers volunteer for the AM or PM bus duty.

Teachers may teach a zero (0) period or a period eight (8) class on a volunteer basis by seniority where applicable.

- d. The Board may alter student starting/ending times, provided such alterations are within the hours of the teacher day and the provisions of Section A(1), (2) and (3) above are complied with.
2. Preparation time/periods shall be scheduled during the student day and shall be in addition to time in the morning before arrival of students and time in the afternoon following the dismissal of students. Preparation periods shall be used for primarily school related purposes.
3. Time in the morning before the arrival of students may be assigned for collaborative purposes, such as grade-level and subject-level meetings, and other purposes related to instructional improvement. Time in the afternoon after the dismissal of students shall be used for preparation purposes and/or student/parent conferences. Such time may occasionally be used for general faculty meetings, and, if the meeting extends beyond the conclusion of the teacher workday, compensatory time shall be available to the teacher for use at the teacher's option, providing it is not taken during scheduled student contact time.
4. Evening parent-teacher conferences and/or open house may take place at the discretion of the building principal, but they shall result in equal compensatory time off the school day as established by the principal.
5. All after teacher day, evening, and weekend activities shall be on a voluntary basis except for parent-teacher conferences and/or open houses. Such activities shall be compensated in an equitable fashion.
6. Teachers shall receive \$35.00 per hour for attending meetings on non-school time that the District asks the teacher to attend.

B. School Year

The school year shall not exceed one hundred eighty-five (185) days, including one hundred eighty (180) pupil days, two (2) work/records days, and three (3) local in-service days. The teacher school year will begin with one (1) in-service day scheduled by the Administration and one (1) work day prior to the start of the student year.

C. Calendar

1. The Superintendent or designee shall meet with two (2) representatives appointed by the NEA President each school year not later than March to develop either two (2) or three (3) alternative calendar proposals. These alternatives shall be submitted to the teachers and the proposal receiving the most votes shall be submitted to the Superintendent as the bargaining unit's formal recommendation. The Superintendent shall submit the recommended calendar to the Board no later than at its May meeting. Once a calendar is adopted by the Board, a copy shall be provided to all teachers and the calendar shall not be changed except for emergency closings.
2. During the Board of Education's consideration of the school calendar, no days of a religious nature on which school has not been scheduled will be changed.

D. Assignment

1. All bargaining unit and administrative vacancies in positions requiring a certificate, i.e., a position that is or will become available on or before the beginning of the next school year shall be posted. No vacancy shall be filled until it has been posted for at least ten (10) weekdays.
2. All transfers, i.e., change in building (H.S. and Jr. High are different buildings) or in certification area, shall be based on teacher preference or in the event of more than one teacher having the same preference, i.e., wanting to remain in current position or seeking same vacancy, seniority rights shall control, except when the specific instructional needs of the school system necessitate a variance from preference and seniority rights. Seniority shall be as defined in this agreement. In the case of a tie seniority shall be determined by a coin flip among the teachers involved.
3. All other changes in teaching assignments shall be based on the preferences of the teacher(s) when feasible. Subsequent to the first week of school, every effort shall be made to avoid changes in instructional teaching assignments (study halls, hall duties, and other non-instructional assignments may be altered).
4. Teachers shall not be assigned outside their area of certification.

E. Individual Teacher's Day, Year, Calendar and Assignment

A teacher, after consultation with the NEA, may mutually agree with the principal to adjust the teacher's day, year, and calendar and/or assignment provided any such adjustment does not deviate from the minimums and maximums established by this Agreement.

**ARTICLE VI – EXTENDED SERVICE**

A. Teachers who render extended service (service beyond the regular one hundred eighty-five [185] day contract year) shall be compensated for additional time worked at his/her regular per diem rate of pay. This shall apply to all services rendered where those services relate to the primary area of responsibility of the teacher. (For example: A librarian doing library work.) Supplemental contracts shall be issued for all extended service work, and the provisions of the Ohio Revised Code shall apply with regard to the issuance and nonrenewal of these contracts, except that sick leave may not be used in place of extended service days.

B. This provision shall not apply to payment for supplemental services such as athletics, yearbook, school plays, etc., which are essentially areas of secondary responsibility for a teacher and paid on the supplemental salary schedule.

C. Extended Service Schedule

1. Secondary Guidance Counselor (Grades 7-12)

Up to twenty (20) days per diem, with a plan approved in advance by the counselor and building principal.

2. Elementary Guidance Counselor (Grades K-6)

Up to ten (10) days per diem with a plan approved in advance by the counselor and building principal.

3. Librarians - High School and Elementary

Up to ten (10) days per diem with a plan approved in advance by the library/media specialist and building principal.

4. Additional extended service days, at the appropriate per diem rate, may be approved on an as needed basis by the Superintendent.

5. For any position not specified above, the number of days of extended service necessary shall be determined jointly by the Administration and the NEA, as specified in Article II, Section K.

## ARTICLE VII – WORKING CONDITIONS

- A. Job descriptions shall be in Board Policy and shall be incorporated by reference in this Agreement.
- B. The Superintendent shall, within the limits of available resources, provide such materials as are reasonably necessary for good instruction.
- C. The Board shall, within the limits of available resources, provide healthy, safe, and reasonably comfortable facilities.
- D. Neither of the preceding provisions, B. nor C., shall be arbitrable.

## ARTICLE VIII – TERMINATION, NONRENEWAL OF CONTRACT, TEACHER EVALUATION PROCEDURE, AND DISCIPLINE OF TEACHERS

### A. Termination of Contract by Teacher

No teacher may terminate his/her contract after the tenth (10th) day of July or during the school year without the consent of the Board. Teachers who wish to resign at any other time must submit a resignation in writing to the Superintendent.

### B. Discipline of Teachers

A teacher may be disciplined for good and just cause. Discipline shall normally be in a progressive manner and may include a verbal or written reprimand, suspension with or without pay or termination. Although discipline is normally to be progressive, the discipline imposed by the Superintendent will be based on the nature of the offense. Except for termination, discipline may be appealed through the grievance procedure.

The contract of a teacher may be terminated by the Board for good and just cause. The procedures the Board must follow in terminating a contract of a teacher are outlined in O.R.C. §3319.16 and the teacher may appeal the termination in accordance with O.R.C. §3319.16. Terminations may not be appealed through the grievance procedure.

The teacher shall have the right to a representative of his/her choice present at any meeting related to discipline.

### C. Nonrenewal of Limited Contract Teachers

The Board must follow the evaluation procedures contained in Section D of this Agreement and give the limited contract teacher a written notice of its intention not to reemploy him/her on or before the thirtieth (30<sup>th</sup>) day of April; and

1. Teachers in their first three (3) years of employment:

- a. May be nonrenewed following compliance with O.R.C. §3319.111; and
  - b. May appeal a nonrenewal decision in accordance with the provisions of O.R.C. §3319.11 and 3319.111.
2. Teachers with more than three (3) years of employment:
    - a. May only have their contract nonrenewed for just cause; and
    - b. May appeal a nonrenewal decision through Article XXI Grievance Procedure to arbitration which shall be binding. This section shall not apply to grievances which are not related to contract nonrenewal.

D. Teacher Evaluation Procedure

1. The purpose of periodic formal evaluation is the improvement of instruction.
2. Certified/licensed Administrators shall be responsible for observing and evaluating teachers.
3. During the first year of employment with the District or in the year a limited contract expires, each teacher will be observed a minimum of four (4) times and will receive a written summative evaluation a minimum of two (2) times. Two (2) of the observations will occur prior to January 15 with the written summative evaluation incorporating the two observations given to the teacher on or before January 25. If the teacher is a first year teacher or in the year his/her limited contract expires, the teacher will receive a second evaluation cycle which shall be performed between February 1 and April 1, with a written summative evaluation given to the teacher on or before April 10.
4. After three (3) years of employment in the District, an observation cycle of three (3) times per year may be implemented for limited contract teachers. A minimum of two (2) observations shall occur prior to January 15 with the written summative evaluation incorporating the two (2) observations given to the teacher on or before January 25. A minimum of one (1) observation shall be conducted between February 1 and April 1, with a written summative given to the teacher covering the one (1) observation on or before April 10, unless Section D., Subsection 15. applies. It is the intention of the parties that this item (Paragraph 4) supersedes O.R.C. §3319.11.
5. Continuing contract teachers will be observed a minimum of once every three (3) school years, but may be observed more frequently.
6. All classroom observations shall be at least thirty (30) continuous minutes in duration. The observer shall complete the appropriate observation form (See

Appendix D, F, or H) for each observation performed. Appendix H is to be used for all entry-year teachers in the first year of employment with the Board.

7. The observation results as well as any other job performance issues as identified in Appendices D, F, and H, Articles IV, V and VI, will be documented and discussed at a post-observation conference. This conference will normally be conducted within ten (10) working days after the observation unless the administrator or the teacher is absent or a delay is agreed upon.
8. All observations and other documented items will be consolidated into the appropriate evaluation form (See Appendix E, G, or I). A copy of any such referenced documents shall be given to the teacher in accordance with Section 3 above. Appendix I is to be used for all entry-year teachers in the first year of employment with the Board.
9. Teachers who have met all legal qualifications or requirements to become eligible for a continuing contract but who have, in the opinion of their principal and/or Superintendent, any deficiencies, shall be notified of such deficiencies during the evaluation process and in writing by the Superintendent and/or principal on or before April 30th.
10. 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.
11. Copies of all completed observation and evaluation forms shall be distributed to the evaluator and to the teacher. The original of all evaluation forms shall be included in the teacher's personnel file.
12. The teacher may take one (1) representative to any and all conferences in this procedure.
13. If any category on the evaluation form is marked less than satisfactory, the evaluator shall inform the teacher on the evaluation form of the reasons and rationale for the unsatisfactory rating and shall also make recommendations for improvement.
14. When the overall performance of a teacher is less than satisfactory, the evaluator shall indicate such in writing on the observation/evaluation documents and shall include rationale for the unsatisfactory conclusion. The teacher shall have the right to request a conference with his/her evaluator following receipt of the observation or evaluation form indicating that his/her performance as less than satisfactory. The evaluator shall also indicate the means by which the teacher may obtain assistance in making such improvements.
15. When the overall performance of a teacher is less than satisfactory, the teacher shall be provided reasonable time to incorporate the recommended changes,

which, if the less than satisfactory overall performance rating first appears in the April 1 evaluation, shall be a period of at least ten (10) school days. In such a circumstance, a written summative will be given to the teacher by April 20.

16. The Principal's Employment Recommendation (Appendix J) shall be completed by the building principal and filed with the Superintendent.
17. 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.

### ARTICLE IX – NEA AND TEACHER RIGHTS

#### A. Access to School Buildings and Facilities

1. The NEA shall have the right to use school buildings in conformance with existing Board policy upon request and approval from the building principal or Superintendent at all reasonable hours for meetings. No charge shall be made for the use of school buildings unless special custodial assistance is required. Meetings shall not be held during the time that teachers are required to be in class.
2. NEA members may use school computer, typing, duplicating, copying, audiovisual equipment, e-mail, school phones, and fax machines for NEA purposes provided that they request and receive permission in advance from their building principal and provided that they reimburse the Board for the actual cost of the supplies or photocopying cost.
3. The NEA may use the mailbox for NEA material and may use a bulletin board in each building for NEA material.
4. The NEA President will not be assigned any duties. This provision shall be removed with the expiration of this Agreement, unless the parties mutually agree to continue it.

#### B. Duly Authorized Representatives

Duly authorized representatives of the NEA's affiliates shall be permitted to transact official business on school property at all reasonable times after checking in with the principal and stating the reason for the visit. However, the interruption of a teacher who is in the process of fulfilling their contractual responsibilities shall be strictly prohibited.

#### C. Nondiscrimination

There shall be no discrimination against any teacher because of race, religion, national origin, sex, association activity, or use of the rights contained in this Contract.

D. NEA Leave

Teachers elected to represent the NEA or chosen to serve on programs, or in any official capacity at NEA or affiliate meetings, conferences, or conventions, shall be permitted to be absent without loss of pay not to exceed fifteen (15) aggregate days per year exclusive of days required for negotiation of the Agreement. When NEA leave is to be used by a bargaining unit member, the Association President will provide the Superintendent prior written documentation for the leave. The Association President will make every reasonable effort to limit the number of days used for NEA leave.

- E. The NEA President shall be given advance copies of Board agendas not less than twenty-four (24) hours prior to the meeting in question, unless said agendas are not yet completed, in which case, they shall be provided to the NEA President at the earliest possible time after completion. The NEA shall be granted open access to all items of public information and shall be provided upon request copies of minutes, personnel actions, and financial documents which have been acted upon by the Board.
- F. A copy of the Board meeting summary shall be provided to all teachers as soon as possible following the Board meeting.

**ARTICLE X – REDUCTION IN FORCE**

Reductions in teachers may take place only in the event of financial reasons, return to duty of regular teachers after leaves of absence, decreased student enrollment or territorial changes affecting the district by reason of suspension of schools, or any other reasons set forth in O.R.C. §3319.17. When it becomes necessary to reduce teachers, the following provisions shall apply:

- A. The Superintendent shall inform the NEA President of those teachers who will have their contracts suspended and the reasons therefore as soon as his recommendations for the coming year are ready and at least ten (10) days prior to the May Board meeting in which the Board will take action on the RIF, if known or reasonably ascertainable.
- B. The teachers to be reduced and have their contracts suspended shall be determined by seniority, which shall be defined as continuous service in the Newbury Local School District, and shall be placed upon a Reduction in Force list from which the teacher(s) with the least seniority within the area(s) of certification where the reduction in force is to take place shall be the first teacher(s) to be reduced. Teachers with continuing contracts shall receive precedence over nontenured teachers regardless of length of service.
- C. In the event of equal seniority, the tie-breaking procedures in order of priority are:
1. Higher level of certification appropriate to the position, i.e., permanent, professional, provisional.
  2. Previous interrupted service in the Newbury Local School District.

3. The date of submission of the teacher's job application.
  4. A coin flip in the presence of the Superintendent and an NEA representative.
- D. Unpaid leaves of absence shall neither count for nor interrupt continuous service unless otherwise provided by law. Seniority is not interrupted by resignation if the teacher is reemployed before missing any work time.
- E. A teacher shall not lose seniority when he/she changes assignment to a different position within the bargaining unit, department, grade level, or building.
- F. The teacher(s) with the least seniority will be determined on a system-wide basis in areas of certification. Teachers with multiple certification shall be given the full benefit of their areas of certification (that is, if a teacher is certified to teach both mathematics and science, but is teaching mathematics exclusively and is the least senior person in that department at the time of a reduction in force, the teacher shall be reassigned to science if there is employed at the time of the reduction a science teacher with lesser seniority). Additionally, the Superintendent shall exercise authority to reassign teachers within their areas of certification so that in the event of any proposed reduction, the least senior teacher(s) will be reduced. (That is, if teacher A has ten (10) years of seniority and is certified only in math, teacher B has one (1) year of seniority and is certified only in science, and teacher C has fifteen (15) years of seniority and is certified in both math and science and is teaching math, in the event of a reduction of a math position, teacher C would be reassigned to science, teacher B would be reduced, and teacher A would continue in math.)
- G. A teacher whose name appears on the Reduction in Force list will be recalled when a position becomes available for which he/she is or has become certified in inverse order of layoff. The position shall be a bargaining unit position which carries like status and pay. A limited contract teacher shall remain on the reduction in force (recall) list for a period of thirty-six (36) months or their length of seniority, whichever is greater, effective the first day of the school year subsequent to the actual reduction in force. No one new to the bargaining unit shall be hired to fill a bargaining unit position until all eligible laid-off teachers have been offered such position. In the event that a vacancy(s) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. If a teacher fails to accept active employment status within fifteen (15) calendar days from the date actual notification was delivered or twenty (20) calendar days from the date of mailing, said teacher shall be considered to have declined said offer and shall be removed from the Reduction in Force (Recall) list. During the school year and during the last fifteen (15) days of summer vacation, said fifteen (15) day period shall be reduced to three (3) days and twenty (20) day period shall be reduced to seven (7) days. A copy of the written notification of recall shall also be sent to the NEA President and Vice-President. In addition, the Superintendent shall also attempt to make contact with the teacher.

- H. During the period of reduction, the teacher's seniority shall remain unbroken but shall not accumulate. The teacher shall maintain all accumulations of sick leave days and shall retain his/her salary schedule placement.
- I. A teacher who refuses a recall opportunity to a full-time position forfeits all recall rights unless under contract to another school system and the school system is unwilling to voluntarily release the teacher. Any such teacher shall advise the Superintendent of his/her intentions to return or not to return to Newbury for the forthcoming school year not later than April 1 of the year during which he/she is under contract to another system. Failure to do so, after having been advised of this obligation, shall result in a forfeiture of any recall rights. Teachers on the reduction in force list shall have the right to refuse part-time employment and shall maintain all rights of recall to any position for which they are certified.
- J. For purposes of this provision, teachers who work less than full-time shall earn seniority on a proportionate basis if legally permissible (i.e., a teacher who has taught two (2) consecutive school years on a one-half (1/2) time basis shall be credited with one (1) year of seniority). However, a teacher who accepts recall to a part-time position shall remain on the reduction in force list for the remaining portion equivalent to a full-time position.
- K. The Board and/or its agents shall forward a seniority list, which shall include the date of employment, area(s) of certification, contract status (continuing or limited) and current assignment of each teacher in the bargaining unit, to the NEA on or before October 15 of each year. Each teacher shall have a period of up to twenty (20) work days after receipt of the seniority list by the NEA in which to advise the Board and/or its agents, in writing, of any inaccuracies which may affect his/her seniority status. The Board and/or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and forward the updated list to the NEA. No protest shall be considered after twenty (20) work days from the date the NEA receives the seniority list. The list shall be considered as final until such time that the Board and/or its agents makes changes in the list, and notifies the NEA of such changes.
- L. Changes in the curriculum which result in the elimination of any job shall result in a conferring of the rights contained in this provision to the maximum extent possible with regard to the teacher whose job is eliminated.
- M. Work performed by eligible teachers who have been placed on the recall list shall not be subcontracted, unless said work is part-time and the teacher(s) on the recall list refuses the part-time work.
- N. Teachers on the recall list shall have priority for any bargaining unit work, including part-time work or temporary work, providing the temporary work is anticipated to be for a period of twenty (20) or more workdays based on available information. A teacher who declines part-time or temporary work shall remain on the recall list.

## ARTICLE XI — PUPIL DISCIPLINE

- A. In the event that a student initiates a physical assault against the teacher, the teacher shall report the assault immediately to the principal. The student shall be immediately removed from all school activities connected with the teacher for at least twenty-four (24) hours, and the principal may take whatever other disciplinary measures are appropriate at the time. The teacher shall file a written report, after having an opportunity to consult with representation of his/her choice, within twenty-four (24) hours. Following receipt of the teacher's report, the principal shall investigate the incident and file a written report with the Superintendent containing findings for the disposition of the incident. A copy of the report to the Superintendent will be given to the teacher involved accompanied by a written explanation of the decision. The Superintendent shall then decide what corrective action, if any, shall be taken.
  
- B. The responsibility for the maintenance of proper discipline and order is recognized as being the shared responsibility of teachers and the building principal. Teachers may refer students to the office for disciplinary reasons pursuant to the established discipline procedure outlined in the Teacher Handbook. Referrals shall be in writing, shall state the reasons for the referral, and shall be provided to the principal at the time the student is sent to the office or as soon thereafter as possible. Reports on dispositions of referrals shall be in writing, shall state the discipline imposed and shall be provided to the teacher as soon as possible. Every reasonable attempt will be made by administrators to see students, dispose of referrals, and provide reports to teachers prior to the student's regularly-scheduled return to class.
  
- C. If any teacher is dissatisfied with the disciplinary action, a meeting shall be held with the building principal, the teacher, and at the teacher's option, the teacher's representative to discuss the matter. If, for any reason, the referring teacher is still dissatisfied with the disposition of the referral, the matter will be referred to the Labor-Management Committee for resolution. The decisions reached by the Labor-Management Committee are final and not grievable.

## ARTICLE XII — PERSONNEL RECORDS AND COMPLAINTS

- A. Each teacher shall have the opportunity to review all contents of his/her official personnel file except for materials of a confidential nature supplied to the administration prior to employment. Each teacher shall be entitled upon request to a copy of any such nonconfidential material in his/her personnel file at his/her sole expense. Effective July 1, 2008, a copy of any material placed in any teacher's personnel file shall be provided to said teacher at the time of its insertion.
  
- B. Each teacher shall be informed of any complaint made with respect to him/her by a parent, student, teacher, administrator, board member, etc., which is to become a part of his or her personnel file or which is to be the subject of further investigation. Each teacher may reply in writing to any material in his/her official personnel file. The teacher's response shall be included in the personnel file. The teacher shall have twenty

(20) school days from the date of insertion or date of discovery of new material in the file to respond. Anonymous letters or materials shall not be placed in a personnel file nor shall they be used as a basis for any personnel decision; such items may be used as a basis from which investigation leading to information dealing with a personnel decision is developed.

- C. If a teacher disputes the accuracy, relevance, completeness, or timeliness of personal information that pertains to him/her and that is maintained by the Board in that teacher's personnel file, the teacher may request the Superintendent to investigate the current status of the information in accordance with the provisions contained in O.R.C. §1347.09.
- D. Effective July 1, 2008, all items entered into personnel files shall carry a log date indicating date of entry. The Superintendent or designee must be present at all times while a teacher is reviewing his/her file.
- E. All negative items placed in the file shall be dated and signed and identified as to source and a copy shall be sent to the teacher before being placed in the file.
- F. Before a complaint is made a part of the personnel file, used as a basis for a personnel decision, and/or becomes the subject of further investigation, the teacher shall be informed of the complaint, and, if the teacher wishes, the teacher may attempt to resolve it directly with the complainant. At this point the person receiving the complaint should only note the receipt of the complaint and refer the complainant to the teacher (however, if the complainant is not an employee and refuses to see the teacher, the administrator shall so inform the teacher and proceed with the remainder of this complaint procedure). If this does not resolve the matter, the appropriate administrator(s) shall investigate the complaint and attempt to resolve it. If the teacher is required to attend any meetings or be a part of any investigation, the teacher may be accompanied by a representative(s) of the teacher's choice. This shall not preclude the administration from speaking privately to the complainant. If a Board hearing is held in executive session with the complainant present, the teacher shall have a right to be accompanied by a representative(s) of his/her choice and present evidence on his/her behalf. Complaints made directly to the Board or any of its members shall be referred to the appropriate administrator(s) to be processed in accordance with these procedures. For offenses of a serious nature which pose a threat to persons or property, immediate corrective action may be taken.
- G. Board policies, procedures, rules and regulations may be discussed by the Board without the presence of a teacher.
- H. The foregoing notwithstanding, the Board shall comply with all provisions of state and federal law granting access to public records.
- I. Paragraphs B and F do not apply to suspected child abuse, domestic violence, weapons charges, sexual harassment or alleged criminal activity.

### ARTICLE XIII — STUDENT GRADE CHANGES

Provided that all applicable administrative guidelines and instructions relating to grading have been followed, no student grade shall be changed administratively without prior consultation by the principal with the teacher involved unless the grade is clearly erroneous and the teacher has left for the summer and is not available for prior consultation. In any such case, the principal must be able to demonstrate his/her rationale for making a change by filing a written statement containing the reason(s) for such change in the student's permanent record folder and shall provide the teacher with a copy thereof.

### ARTICLE XIV — PART-TIME TEACHERS

#### A. Pay

Pay for part-time teachers shall be prorated according to hours worked. Pay for Tutors, Saturday School, and Detention Duty shall be at the rate specified for Coverage of Classes by a Tutor, Article XV(E), 6.a. Detention Duty will be forty-five minutes in length and be compensated at \$23.51 per session in 2012-2013. Saturday School will be scheduled for three and one-half hours and be compensated at \$94.04 – 2012-2013. The NEA President shall be notified, in writing, of all part-time teachers, their hours of work, and the proration of their pay.

#### B. Benefits

Premium payments by the Board for part-time teachers shall be prorated according to the hours worked except that those who work one-half ( $\frac{1}{2}$ ) of an instructional day or more shall be considered full-time for fringe benefit purposes and that all teachers' life insurance shall be fully Board paid.

#### C. Other Terms and Conditions of Employment

All other terms and conditions of employment shall be applied to part-time teachers on the same basis as is applied to full-time teachers except as otherwise specified in this Agreement.

#### D. Continuity of Work Schedule and Meetings

Part-time teachers shall have a schedule which is continuous in order to permit them to arrive subsequent to the normal beginning of the school day or leave prior to the normal end of the school day. Part-time teachers shall not be required to attend after school or evening meetings unless the meeting occurs during the time the part-time teacher is regularly scheduled to be in school.

#### E. For purposes of this Article, one-half ( $\frac{1}{2}$ ) of an instructional day shall be one-half ( $\frac{1}{2}$ ) of scheduled student contact time, i.e., four (4) classes per day in secondary and 802 minutes per week in elementary.

## ARTICLE XV – SALARY

### A. Salary

The Base Salary (BA-0) shall be increased one percent (1%) from that in effect for 2011-12 to \$32,624, effective the first workday of the 2012-13 academic year (Appendix A).

For the 2012-13 school year, the teacher will be moved one step on the salary schedule from their placement during the 2010-11 school year.

### B. National Board Certification Recognition Pay

Teachers who are granted National Board Certification shall receive \$1,000 per year for each year they are certified during the life of the contract. Said amount will be paid in the first June pay. National Board Certified teachers shall provide a copy of their National Board scores and letter indicating their successful completion of the certification process before receiving payment.

### C. Longevity

Longevity increments to be paid in the regular direct deposit pay or, at the employee's option, a separate direct deposit shall be One Hundred Twenty-Five Dollars (\$125.00) per year for each year beginning with the first year following completion of the teacher's progression through the teacher's column on the Salary Schedule through Step 23 and One Hundred Fifty Dollars (\$150.00) per year for each year starting with Step 24. Longevity increments shall be cumulative in the amount of One Hundred Twenty-Five Dollars (\$125.00) for each year following completion of the teacher's progression through the teacher's column on the Salary Schedule through Step 23 and One Hundred Fifty Dollars (\$150.00) thereafter (longevity increment #1 = \$125, longevity increment #2 = \$250, etc.) Initial longevity increments for current teachers shall give each teacher credit for all years of service between the school year in which the teacher completed progression through the teacher's column on the appropriate salary schedule and the 1988-89 school year. For the 2011-12 school year, a teacher shall receive the same longevity pay he/she received for the 2010-11 school year. For the 2012-13 school year, the teacher shall advance one longevity step, if eligible, from the 2010-11 school year.

### D. Salary Schedule Placement

1. Credit for previous teaching experience shall be granted for all years of teaching experience on a year for year basis up to a maximum of ten (10) years.
2. Credit for hours beyond the Bachelor's Degree shall be granted for all hours, graduate or undergraduate, providing they are taken from any accredited school. Advancement beyond the MA column shall be granted for graduate hours only. Undergraduate hours earned after September 1, 1980, will no longer count for

salary schedule advancement beyond MA. Anyone currently on a column beyond the MA and those being so placed before September 16, 1980, shall not be adversely affected by this requirement. Effective September 1, 1984, additional graduate hours earned concurrently with the degree shall count for MA plus credit if the hours relate to one or more areas of the teacher's existing certification or to an area of anticipated future school related certification – even if earned before September 1, 1984.

3. For teacher contracts effective September 1, 1984, or later, the Board shall be free to negotiate salary schedule placement with teachers not presently under contract to the district provided that the requirements of O.R.C. §3317.13 as modified by O.R.C. §3317.14 are satisfied.

E. Payroll Practices

All teachers shall be paid according to salary schedules and benefit provisions included as part of this Agreement. Pay and benefits for part-time teachers shall be prorated according to hours worked. Teachers shall be paid in twenty-six (26) equal installments. Pay dates shall be every other Friday in accordance with a schedule developed by the Treasurer at the beginning of each school year and a copy of said pay dates will be distributed to teachers.

Ten percent (10%) of total staff may elect to receive remaining summer pay in the first pay date in July. Teachers must notify the Treasurer of their intent to elect this option by the previous July 15. If more than ten percent (10%) of the staff elects this option, it shall be granted in order of seniority.

1. Payroll deductions shall be those mandated by federal, state, or local laws plus those authorized by the teacher as follows:
  - a. Health Care Coverages – Teachers may subscribe to any health care coverage negotiated as part of this Agreement and the teacher's portion of premiums due, if any, shall be deducted twice a month.
  - b. Disability Insurance – Educators Mutual Life Insurance Company offers an income protection insurance through the Board of Education. Subscription is voluntary but available only by payroll deduction.
  - c. Credit Union – The Geauga School Employees Credit Union operates as a service organization to all school employees. Payroll deduction is available for automatic savings and/or loan payments.
  - d. Political Contributions – Teachers may elect to contribute through payroll deduction to political organizations and parties and nonpartisan issues in accordance with O.R.C. §3313.262. Deductions shall be ten (10) equal installments and shall begin within two (2) pay periods following the delivery of the written authorization from the teacher to the Treasurer. A

deduction of One Dollar (\$1.00) shall be made from the amount to be transmitted to defray the cost to the Board of making such deduction.

- e. Tax Sheltered Annuities – Teachers may elect to purchase tax sheltered annuities through payroll deduction.
  - f. Professional Dues – Teachers joining the membership of the Newbury Education Association and its affiliates may have such dues withheld from their pay.
  - g. U.S. Savings Bonds.
2. Payroll deductions for the credit union, political contributions, dues and savings bonds shall be deposited not later than the conclusion of the next business date following the pay date.

3. Direct Deposit

The Board shall provide for direct deposit of teacher paychecks.

4. Electronic Transfer

A teacher's salary shall be paid by electronic transfer to a bank, credit union, or savings and loan institution of the employee's choosing not later than 8:00 a.m. each pay day as provided in paragraph 1 or paragraph 3 in accordance with the teacher's choice.

5. Final Payment

- a. Conclusion of Employment: A teacher whose employment is concluded for any reason or who takes an approved unpaid leave of absence, may elect to receive any unpaid monies due, other than retirement monies, not later than the second regularly-scheduled pay date following the pay period in which conclusion of active employment occurs, or elect to be paid according to the established schedule. The Board's obligation to pay fringe benefit premiums shall conclude as of the first of the month following issuance of the final paycheck.
- b. Death: The Board shall pay all monies due a deceased teacher not later than the second pay date following the pay period in which the teacher's death occurs. Such payment shall be made to the teacher's spouse or at the request of the teacher, to a designated beneficiary. If there is no spouse, payment shall be made to the deceased's estate in accordance with the Ohio Revised Code. The Board's obligation to pay fringe benefit premiums shall conclude as of the first of the month following issuance of the final paycheck.

6. Coverage of Classes by a Tutor

- a. At the elementary level, in all situations, tutors required to substitute for a classroom teacher will be paid at their hourly per diem rate for each hour or any part thereof. Per diem for tutors will be calculated at the BA-0 step. This means that tutors will be paid at the following rate for substitution:

2012-2013 School Year – \$23.51/hour

Said requests to substitute will be made in order of seniority of those tutors available. Every attempt will be made by the administrators to make this assignment of teachers unnecessary by securing appropriate substitutes from the approved Geauga County Board of Education substitute list.

Less than full-time tutors will only be required to substitute during their regularly-scheduled hours. Additional time is an option of the tutor.

- b. At the secondary and elementary level, in all situations, teachers required to cover classes will be paid \$35.00 per class period. Said requests will be made in order of seniority of teachers available during the period(s) in need. Every attempt will be made by administrators to make this assignment of teachers unnecessary by securing appropriate substitutes from the approved substitute list issued by the Geauga County Board of Education.
- c. Voluntary arrangements made between teachers are not reimbursable. Study hall teachers will only be compensated for substitute duty if the number of students in attendance of the absent teacher's class exceeds fifteen (15). If the study hall has more than one teacher, pay for substitute duty shall be evenly divided.

ARTICLE XVI – FRINGE BENEFITS

A. Hospitalization and Major Medical Insurance

1. Effective November 1, 2008, the Board shall pay 88% of the single premium and 88% of the family premium, and the employee shall pay 12% of said premiums.
2. The Cigna Plan provided to the teachers has no copays on healthcare nor on prescriptions. It also requires no co-insurance and includes no cost for wellness program. The employer maximum deductible totals which are paid first are \$750.00 for employee plans and \$1,500.00 for family plans. The employee maximum deductible totals are \$750.00 for employee plans and \$1,500.00 for family plans. The plan pays 100% after both deductibles are met.

3. Coverage for new employees shall be effective upon the first day of work.
4. The parties agree to establish an insurance exceptions committee based upon the configuration of the insurance committee in place in the summer of 1996. The committee shall have the authority to decide exceptions to the plan, up to an annual aggregate amount of Five Thousand Dollars (\$5,000).

B. Vision Insurance

The plan shall be Vision Service Plan C, Option II, \$0/0 Deductible. The Board shall pay Five Dollars (\$5.00) for employee coverage only; any cost increase above Five Dollars (\$5.00) to be paid by the employee.

C. Change in Carriers

Upon notification to the NEA, the Board may initiate bidding procedures to select the lowest possible cost from insurance carriers or other service providers for no less than equivalent coverage and services to the plan in effect presently, providing the carrier is a recognized, reputable carrier.

D. Medicare Reimbursement

The Board will fully reimburse those teachers who incur premium costs for Medicare payments. This reimbursement will be paid quarterly by the Board to the teacher.

E. Dental Insurance

Effective November 1, 2008, the Board shall pay 88% of the single premium and 88% of the family premium, and the employee shall pay 12% of said premiums.

F. Term Life Insurance

A Twenty-Five Thousand Dollar (\$25,000) term life insurance policy shall be provided for each teacher. This coverage shall be one hundred percent (100%) paid, and it shall include accidental death and dismemberment riders. If permitted by the insurance carrier each teacher shall have the right to conversion of this policy upon leaving the employ of the Board.

G. Insurance Documents

All teachers shall receive a copy of the life insurance policy and complete plan descriptions for each of the insurance coverages provided. Plan description booklets shall indicate that the plan has been negotiated by the NEA, if possible.

#### H. Coverage by Spouse

Only those employed utilizing this provision as of February 13, 2005 are permitted to utilize it. If any of the employees utilizing it as of February 13, 2005 opt-out of the coverage by spouse provision, they will not be permitted to opt back in. Once all of the employees utilizing this provision as of February 13, 2005 discontinue using it, it will be deleted from the Agreement.

In the event that any otherwise eligible teacher wishes to obtain medical/hospitalization and major medical coverage through his/her spouse's place of employment in lieu of the coverage specified above, the Board agrees to reimburse a full-time employee an amount up to the cost to the employee of the employee's share of the Board's major medical premium, if the employee was utilizing the Board's insurance plan. Part-time employees are entitled to a pro-rated share of the portion normally allowed for full-time employees. This provision applies only to the difference between the cost of the family plan premium through another employer and the cost of the family plan premium through the District. The request for reimbursement must be made within six (6) months after completion of the school year in which the employee has incurred the cost. Any such reimbursement shall be paid within fifteen (15) days of receipt by the Treasurer of proof of payment by the teacher or his/her spouse.

#### I. Workers' Compensation

1. All school employees are protected under the Workers' Compensation Law (O.R.C. §4123.01). This law provides coverage for any injury or death incurred in the course of or arising out of their employment.
2. An injury incurred while performing or occurring as a result of assigned responsibilities shall be reported to the injured employee's supervisor immediately (within twenty-four (24) hours) and an application form as prescribed by the Bureau of Workers' Compensation shall be completed in the Treasurer's Office within seventy-two (72) hours of the injury. The employee may use unused sick leave in lieu of workers' compensation.

#### J. Opt-Out

A bargaining unit member who was covered by the medical and prescription plan effective May 1, 2012 may elect to opt out of the medical and prescription coverage provided by the Board of Education by completing a Board-prepared request form. A new employee employed on or after July 1, 2012 may also choose not to be covered under the medical and prescription coverage. If said employee makes such election prior to September 1, and opts out of medical and prescription coverage, the employee shall receive a payment of \$3,500.00. If the employee opts out of such coverage subsequent to September 1, the employee shall receive a prorated payment. Payment of said sum shall be made by September 30 of the year following the school year the employee opted out. If an employee opts back in due to a qualifying event as defined by the plan, the employee shall receive a prorated amount of the \$3,500.00 payment. To be eligible for

this payment, employees must submit the application during the school year in which they opt out of the subject coverage.

K. IRS Section 125 Plan

The Board agrees to implement an IRS Section 125 Plan to become effective on January 1, 2006, with the start of the new tax year. The provisions of this plan will be in accordance with and in compliance with the IRS code and will include premium, medical spending and dependent care accounts.

**ARTICLE XVII – EXPENSES**

A. Mileage

Teachers who use privately owned vehicles for school approved business will be reimbursed at the IRS rate per mile from the school to the point of destination or from their home during non-school hours to the point of destination. Mileage reimbursement forms are to be submitted to the Treasurer monthly.

B. Meals/Lodging

1. Reimbursement will be granted for meals and lodging if overnight stay is required as determined and approved in advance by the Superintendent.
2. Reimbursement for lodging will be limited to One Hundred Ten (\$110.00) for single accommodations and One Hundred Thirty-Five (\$135.00) for double accommodations if two (2) employees are authorized to attend the same approved meeting or event.
3. Reimbursement for meals per person will be limited to Six Dollars (\$6.00) for breakfast, Eight Dollars (\$8.00) for lunch, and Sixteen Dollars (\$16.00) for dinner, or for a total not to exceed Thirty Dollars (\$30.00) per day.
4. Reimbursement will not be granted for any alcoholic beverages.

C. Other Expenses

The necessary and actual costs of other expenses shall be reimbursed upon submission of proper evidence and providing the expenses are incurred in connection with legitimate job related duties.

D. Variations to Guideline Amounts

Costs in excess of the foregoing guidelines may be approved if lodging or meals at the location of a conference results in a variation or for other reasonable cause, providing the costs are necessary and actual.

## ARTICLE XVIII – EXTENDED GROUP HEALTH COVERAGE

The Consolidated Omnibus Budget Reconciliation Act of 1986 (“the Act”) provides for certain teachers of the school district and their dependents to be allowed to purchase extended group health insurance coverage for a limited period of time following their cessation of employment with the school district. This policy shall state the Board’s policy and procedures concerning the compliance with, and implementation of, the Act. As a part of this compliance, the Board will contract with a Plan Administrator (an independent third party), who will coordinate the program and provide the notices which are necessary under the Act.

### A. Initial Notices

1. The Plan Administrator must give a written notice describing the new extended coverage rights to all teachers and spouses covered by the group health insurance plan at the time the new requirements become effective.
2. The Plan Administrator must give a written notice describing extended coverage rights to each newly covered teacher and spouse at the time their group health plan begins. If a covered teacher gets married following the effective date of this policy, it is the teacher's responsibility to inform the Board. The Board will inform the Plan Administrator, who will then be responsible for providing the new spouse with the proper notice.

### B. Notices Related to Event Triggering Continuation Coverage and Election by Beneficiaries

1. The Board is responsible for notifying the Plan Administrator, within thirty (30) days, of the death, separation of employment or reduction of hours (leading to less coverage) of a teacher, and of a teacher's entitlement to Medicare benefits.
2. The teacher or beneficiary is responsible for notifying the Plan Administrator of the divorce or legal separation of the teacher and spouse and of the termination of eligibility of a dependent child.
3. The Plan Administrator must notify the affected teacher and dependents of their extended coverage rights within fourteen (14) days after the Plan Administrator is notified of the event which could lead to loss of coverage.
4. The teacher or dependent will be given a period of sixty (60) days after this notice is given in order to elect the extended coverage with payment of any applicable premium costs back to the cessation of coverage.

C. Teacher and Dependents' Rights Upon Loss of Coverage

1. The extended coverage offered to eligible teachers and their dependents is the same coverage as that provided under the current group plan to "similarly situated" individuals who remain eligible for regular (i.e., non-extended) coverage.
2. If a teacher incurs a termination of employment, whether voluntary or involuntary (other than for "gross misconduct"), or a reduction of hours which would result in loss of coverage, he/she will be offered the extended coverage (including extended coverage for dependents who would otherwise lose existing coverage) for up to eighteen (18) months.
3. If a teacher's spouse or children who are covered as dependents under the group health plan would lose coverage because of the death of the teacher, divorce or legal separation, or the teacher becoming eligible for Medicare, the spouse and children will be offered the extended coverage for up to thirty-six (36) months.
4. If a teacher's dependent child who is covered by the group health plan ceases to be a dependent child under the terms of the plan, and thereby loses coverage, the child must be offered extended coverage for up to thirty-six (36) months.

D. Early Retirement of Coverage

Extended coverage elected by an eligible teacher or dependent will be terminated before the expiration of the relevant eighteen (18) or thirty-six (36) month period if the covered individual:

1. becomes covered by another employer-sponsored group health plan as a result of employment, reemployment, or remarriage;
2. becomes covered by Medicare; or
3. fails to pay for the coverage in advance on a monthly basis and providing the teacher has received written notice that failure to make the required payment will result in the loss of coverage. Coverage shall not be terminated prior to the first day of the month following the failure to make payment.

E. Cost of Coverage to the Teachers and/or Dependents

1. Eligible individuals who elect extended coverage will be charged one hundred and two percent (102%) of the cost of the extended coverage. The cost of the extended coverage is the cost for the same period of coverage for similarly situated teachers or dependents who remain eligible for regular coverage.

2. The health care coverage to which this policy applies includes major medical, hospitalization and surgical, and dental insurance, but does not include life insurance.

## ARTICLE XIX — RETIREMENT

### A. Severance

1. A teacher under contract with the Board may elect, at the time of retirement from active service in the Newbury Local School System, to be paid severance pay. The amount of severance pay shall be based on the following formula for teachers who combine service in Newbury with other recognized experience:
  - a. 10-24- years - Twenty-five percent (25%) of accrued but unused sick leave a maximum of forty-five (45) day maximum for all retirements.
  - b. 25+ years or death - Fifty percent (50%) of accrued but unused sick leave to a maximum of seventy-five (75) days.
2. The severance pay shall be based on the teacher's rate of pay either at the time of the retirement or death and shall be made only once to any teacher.
3. To be eligible to receive severance pay benefits, the teacher must meet one (1) of the following criteria:
  - a. Have been employed ten (10) years with the State of Ohio, or any of its political subdivisions with a minimum of five (5) of said years being in the Newbury School System, and declare his/her intent to retire by making application for retirement benefits to one of the state retirement systems and by submitting a resignation to the Board, together with proof to the Board's satisfaction of eligibility to receive said state retirement benefits.
  - b. Be at least fifty (50) on the effective date of the resignation with at least fifteen (15) years of service in the Newbury Local School District.
  - c. Have died after having been employed ten (10) or more years with the Board, in which case payment shall be made to the teacher's spouse, or, if there is no surviving spouse, to the teacher's estate.
4. Payment for severance pay will be made the next full pay period twenty-eight (28) days following the date on which the retirement is to be effective or when death occurs. Each teacher shall have the option to defer payment until the next January.

5. Severance payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the teacher at the time of retirement.

B. STRS Pickup

The Board shall pay the teacher's contribution to STRS, which shall be considered income for STRS purposes but not for tax purposes, by the salary reduction method.

**ARTICLE XX – SUPPLEMENTAL POSITIONS**

A. All supplemental salaries shall be paid at the rate set forth in the Supplemental Salary Schedule (See Appendix B for Supplemental Salary Schedule for the 2012-2013 school year), effective with the first day of the activity associated with the school year.

B. Upon the initial employment of a teacher in a supplementary position, credit may be given for experience in the particular activity or sport which the teacher earned outside the system. Once a teacher is placed on the schedule, the teacher can only move a year for each year of experience in the sport or activity, and the teacher must move a year for each year of experience. A teacher who functions in the position of assistant and is promoted to the head position, or vice versa, shall be given full credit for experience as long as the assistant experience/head experience is in the same activity or sport.

C. Contracts for supplemental duties shall be annual limited contracts. Preference for reemployment shall be given to employees holding supplemental contracts who wish to be reemployed in the same activity in the next school year unless:

1. There is administrative documentation of problems with the employee's performance, and
2. There has been a conference with the appropriate administrator within four (4) weeks of the completion of the activity to discuss whether the employee's performance has or has not been satisfactory. If, in the administrator's opinion at the time of this conference, the employee's performance has not been satisfactory, the employee may not be reemployed in the same activity in the next school year.

Absent the occurrence of 1 and 2 above, bargaining unit members may be employed for the succeeding year without the need to nonrenew or repost the position. Non-bargaining unit members are automatically nonrenewed and these positions shall be posted. Preference for these positions shall be given to members of the bargaining unit, unless there is no qualified applicant. Qualifications for supplemental positions must be reasonably related to the duties included in the job description, and, once established by the Board, may not be changed unless the job duties are changed. The employee hired for the position must meet the qualifications.

D. All supplemental positions shall have job descriptions mutually developed between the Board and the NEA. Job descriptions shall set forth fully and explicitly the duties to be performed. Head coaching job descriptions require that head coaches evaluate the supplemental contract performance of their assistant coaches, although retention decisions are at the Board's discretion.

E. Supplemental Salaries shall be paid according to one of the following payment plans:

1. Twenty-six (26) equal installments or a single installment upon completion of the activity at the option of the employee to be indicated on the supplemental contract (Athletic Director, Audio Visual, Yearbook, 504 Coordinator, Junior Class Advisor (1) and (2), Vocal Music - Elementary and Secondary, Marching Band, Concert Band, Pep Band, Drama (Spring and Fall), Speech Coach, Advisor 9-10-12, Flag Corps, Junior High Student Council, Elementary Student Council, High School Student Council, Academic Competition Coach, Assistant Athletic Director, Spanish and French Club Advisors, Honor Society Advisor(s) - Junior High and High School, Mat Maid Advisor, Teen Institute Advisory, Weight Room Coach, Web Site Coordinator, Computer Club, Playground Teacher Supervisor, Art Coordinator, Ski Club, Character Counts, LPDC Member and Music Director).

2. A single installment on the pay date closest to the following dates:

November 1	-	Football, Volleyball, Soccer, Cross Country, Golf, Varsity and Junior Varsity and Junior High Football Cheerleader Advisors
March 1	-	Basketball*, Wrestling, Varsity and Junior Varsity and Junior High Basketball Cheerleader Advisors
June 1	-	Baseball, Softball, Track

\*Junior High School Basketball coaches shall receive their full pay after submission of the inventory to the Athletic Director on the next pay date occurring seven (7) days following submission of the inventory.

3. If the supplemental position includes responsibility for an inventory of equipment or supplies, ten percent (10%) of the supplemental salary shall be withheld pending submission of the inventory to the Athletic Director in which case the ten percent (10%) shall be paid on the next pay date occurring seven (7) days following submission of the inventory.

4. Supplemental salaries paid in a single installment will be paid in a regular direct deposit pay, or at the employee's option, a separate direct deposit shall be made.

F. All supplemental salaries shall be paid at the rates set forth on the Extracurricular Salary Schedule. The salaries shown reflect pay rates for the jobs as each job is presently constituted. When new positions are created or established positions are materially altered, pay rates and job descriptions for the newly created or materially altered

position(s) shall be negotiated by the parties. In the event the parties are unable to reach an agreement for an altered or newly created position during the term of this Agreement, the position or material alteration shall not be implemented until the next round of general contract negotiations.

## ARTICLE XXI – GRIEVANCE PROCEDURE

### A. Basic Objective

The objective of this procedure is to secure, at the lowest possible administrative level, in the shortest time, equitable solutions to grievances on matters which have been negotiated. Proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All grievances shall be presented promptly after the event giving rise to the grievance. All grievances must bear the signature of the NEA President/designee.

### B. Definitions

1. A “grievance” means a complaint involving the alleged violation, misinterpretation, or misapplication of the terms of this Agreement between the Board and the NEA.
2. The term “grievance” shall not apply to any matter on which the Board is without authority to act under state law. (However, if this is in dispute, the grievance shall be processed.)
3. The “aggrieved” shall mean the teacher, group of teachers and/or the NEA making the complaint.
4. “School days” during the school term means days students are attending classes and during the period between the end of the spring semester and the beginning of the fall semester means week days Monday through Friday, except for holidays recognized by the State of Ohio as legal holidays.

### C. Procedure

#### 1. Level One

If an employee believes there is a basis for a grievance, the employee and representative shall first discuss the matter with the principal or immediate supervisor in an effort to resolve the matter informally. The teacher may request consideration of the matter by the Labor-Management Committee and/or present a formal grievance in writing.

2. Level Two

If the matter is not resolved informally at Level One, the aggrieved may present a formal grievance in writing (See Appendix L for Teacher Grievance Form) to the principal or immediate supervisor within twenty (20) school days after the alleged grievance. The principal or immediate supervisor shall, within ten (10) school days after receipt of the written grievance, render his/her decision in writing (See Appendix M for Teacher Grievance Disposition Form) to the aggrieved and the NEA. If the aggrieved and/or NEA is not satisfied with the response of the principal or immediate supervisor, a copy of the grievance may be submitted to the next level within ten (10) school days of receipt of the decision.

3. Level Three

The Superintendent or his designee shall, within ten (10) school days after the receipt of the written appeal, meet with the aggrieved and/or representative for the purpose of resolving the grievance. The Superintendent or his designee shall, within ten (10) school days after the hearing, render his decision in writing (See Appendix M for Teacher Grievance Disposition Form) with a copy to each of the following: the aggrieved, the principal, and the grievance chairperson of the NEA.

4. Level Four

If the aggrieved and/or the NEA is not satisfied with the disposition at Level Three and requests in writing to the Superintendent within ten (10) school days of receipt of the written decision at Level Three, the grievance shall be referred to the Board for a hearing. Not later than ten (10) school days after such notice the Board will meet with the aggrieved, the aggrieved's representative, principal, and Superintendent to hear the grievance and shall, within ten (10) school days after the hearing, render a decision. (See Appendix M for Teacher Grievance Disposition Form) By mutual agreement, Level Four may be waived.

5. Level Five

- a. If the aggrieved, with the concurrence of the NEA, is not satisfied with the disposition of the grievance at Level Four, the NEA, as party to the Contract, may initiate arbitration by requesting a list of seven (7) arbitrators from the American Arbitration Association (AAA) within ten (10) school days of receipt of the Level Four decision or the agreement to waive Level Four. The arbitrator shall be selected using the alternate strike method. Which party must strike first shall be determined by the toss of a coin. Either party shall have the right to request a second list.
- b. The arbitrator shall render a binding decision. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement. The cost of arbitration shall be borne by the losing party.

- c. Within thirty (30) days of the arbitrator's decision, either party may file suit in the Geauga County Court of Common Pleas to seek judicial determination of the underlying dispute on its merits.

D. Stipulations

1. The temporary absence of the aggrieved, representative, a principal, or the administrator shall toll the running of the days during the absence of such person, but in no case for more than five (5) additional school days.
2. All meetings shall be set at a mutually convenient time and place. The Grievance Chairperson of the NEA shall receive notice of each meeting held to resolve a formally filed grievance.
3. The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or recommendation for other employment; nor shall the aggrieved, the NEA, or its officers be placed in jeopardy or be the subject of reprisal or discrimination for having utilized the grievance procedure. Teachers who must appear during the regularly scheduled teacher day for any grievance hearing shall be given paid professional leave.
4. The aggrieved shall be entitled to be accompanied by a representative appointed by the NEA at any stage of this procedure.
5. A grievance may be withdrawn at any level by the grievant, without prejudice, and the matter cannot be reopened.

**ARTICLE XXII — FAIR SHARE FEE**

A. Implementation

Effective with the implementation date of this Negotiated Agreement, all teachers shall hereafter be either members of the NEA or be required to pay a fair share fee to the NEA in accordance with O.R.C. §4117.09(C). Within sixty (60) days following employment, or in the case of current teachers, thirty (30) days following the implementation of this Negotiated Agreement, the Board shall deduct from the pay of each teacher who elects not to become or to remain a member of the NEA a fair share fee for the NEA representation of such nonmembers during the term of this Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the NEA work in the realm of collective bargaining. Only those fees required to be deducted in accordance with §4117.09 shall be deducted.

B. Notification

Notice of the amount of the annual fair share fee, which shall not be more than one-hundred percent (100%) of the unified dues of the NEA, shall be transmitted by the NEA Treasurer to the Board on or about October 1 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board shall promptly transmit all amounts deducted to the NEA.

C. Schedule of Fair Share Fee Deductions

1. All fair share fee payers: Payroll deductions of such fair share fees, following the year of implementation of this Article, shall begin at the second payroll period in January except that no fair share fee deductions shall be made for teachers employed after December 31, until the first paycheck following the sixty (60) day grace period for newly employed teachers.
2. Upon termination of membership during the membership year: The Board shall, upon notification from the NEA that a teacher has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fair share fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. Transmittal of Deductions

The Board shall accompany each fair share fee transmittal with a list of the names of the teachers for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each teacher.

E. Rebate Procedure

The NEA represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. §4117.09(C) and that a procedure for challenging the amount of the fair share fee has been established and will be given to each teacher who does not join the NEA and its affiliates and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitution of the United States and the State of Ohio.

F. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the NEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the NEA.

G. Indemnification

The Newbury Education Association (NEA) on behalf of itself agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a nonmember for which indemnification may be claimed;
2. The NEA and its affiliates shall reserve the right to designate counsel to represent and defend the Board;
3. The Board agrees to (1) give full and complete cooperation and assistance to the NEA, its affiliates and its counsel at all levels of the proceeding, (2) permit the NEA or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the NEA or its affiliates' application to file briefs amicus curiae in the action;
4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

**ARTICLE XXIII — MANAGEMENT RIGHTS**

- A. The Board and Administration reserve all rights and powers conferred on them by law and reserve the right to use discretion in exercising such rights and to adopt, rescind or modify policies and rules in the course of exercising such rights, provided the exercise of such rights are not inconsistent with the terms of this Agreement.
- B. In the event that the exercise of Board rights affects wages, hours, and/or terms and other conditions of employment, such effects shall be bargained with the NEA in accordance with O.R.C. §4117.08 and/or the terms of this Agreement.

**ARTICLE XXIV — TUITION REIMBURSEMENT**

- A. To maintain and further promote excellence in education, the Board of Education shall establish a special Professional Development Fund of \$15,000.00 per year for the purpose of assisting NEA certified to further their education in their field of study. This fund shall be shared by certified and school support personnel. A five-person Professional Development Committee composed of two administrators appointed by the Superintendent, one Board of Education member and two NEA members that have been appointed by the NEA President will administer this fund.

- B. Upon successful completion of the coursework, the NEA member must have on file an Individual Professional Development Plan that has been approved by the Local Professional Development Committee. The NEA member will need to submit the necessary documentation (official transcript), the cost of tuition and a receipt of payment by July 1st of each calendar year. Successful completion of graduate coursework will be defined when coursework has been completed with the grade/evaluation of C or higher. Pass/fail or credit-only coursework will be reimbursed upon receipt of course credit and receipt of payment. The Board will reimburse at a rate of 75% for graded coursework and for those courses taken on a pass/fail basis of the total cost up to \$750.00 per year per employee, not to exceed \$15,000.00. If the total is more than \$15,000.00, then an equitable distribution of funds will be made, based on a fractional cost of the graduate hours completed. Therefore, depending on the total requests for reimbursement, the amount each employee may receive could be less than \$750.00. If the \$15,000.00 is not expended, the fund may carry over a maximum of \$5,000.00. Any dollars that accumulate over \$20,000.00 will be redirected to the school District's general fund.
- C. By August 15th, the Superintendent will forward to the NEA President and the Treasurer a notification showing names, hours of education completed and the amount of payment to each NEA member. Each claimant will receive notification of the amount that he or she is to receive no later than September 30th.
- D. Reimbursement will then be made within three (3) pay periods after the August 15th date. Reimbursement will be made in the form of a separate check in the amount specified by the Professional Development Committee.
- E. This Article and Article XXIX must be read together for those teachers who wish to be reimbursed under this Article for classes taken and completed to obtain highly qualified teacher status.

#### **ARTICLE XXV — LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. The Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for all certified licensed employees in the District. The LPDC will be subject to all laws, rules and regulations established by the State of Ohio and the Department of Education as specified by O.R.C. 3319.22 and O.A.C. 3301-24 unless otherwise set forth in this provision.
- B. Initially, one teacher will be appointed for a one (1) year term, a second teacher will be appointed for a two (2) year term, and a third teacher will be appointed to a three (3) year term. All subsequent appointments will be for a period of two (2) years. All terms begin on July 1.
- C. The LPDC shall be composed of three (3) persons appointed by the Association, which shall have as representation, when possible, one K-3 teacher, one 4-9 teacher, and one 10-12 teacher; one administrator and one employee appointed by the Superintendent. Teacher vacancies arising during the term of the committee shall be filled by appointment

from the Association. All LPDC members shall hold a current teacher or administrator certificate/license for their job assignments.

- D. The Chairperson and LPDC decisions shall be determined by a process determined by the LPDC. The time, location, and number of committee meetings shall be determined by the LPDC, but no meetings will be held during the school day.
- E. The LPDC shall develop and maintain an independent appeals process that shall be applicable for all certified/licensed employees of the District. The decisions of the LPDC shall not be grievable.
- F. The LPDC will meet as deemed necessary by the LPDC. Teacher members will be compensated per year as set forth in the supplemental salary schedule. This stipend shall be paid on the first pay date in June.
- G. LPDC members shall be afforded professional leave in accordance with the Negotiated Agreement to attend training related to the performance of their duties as deemed by the LPDC. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.
- H. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided by the Board. The responsibility for keeping track of any other necessary licensure requirements is that of the individual.
- I. Whenever an administrator and/or Treasurer's coursework plan is being discussed or voted upon, the local professional development committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teaching members voting on the plan.
- J. In the event of legislative action, such changes will be automatically incorporated into this provision unless superseded by means of collective bargaining.
- K. The LPDC shall have no authority or effect to revise, change, delete or modify any Article or section of the Negotiated Agreement. Actions of the LPDC are not to be contrary to the Negotiated Agreement or law.
- L. The Board of Education will indemnify and defend members of the LPDC for their actions arising from their membership on the LPDC in those instances required by Ohio law.

#### **ARTICLE XXVI — LONG-TERM SUBSTITUTES**

- A. Long-term substitutes will be subject to the evaluation procedure contained in the Negotiated Agreement. Timelines and requirements may be adjusted at the sole discretion of the Administration to reflect the term of employment when necessary.

- B. The employment of a long-term substitute will automatically terminate at the return of the employee contracted for that position, at the conclusion of the school year, or at the conclusion of the period of employment for which the substitute was hired, whichever is soonest, without prior notice or action by the Board or Administration.
- C. When a teaching position becomes available during the school year due to reasons such as a resignation, retirement, or death, a substitute will be appointed to the position until the decision is made to issue a regular teaching contract. If the Superintendent determines that a long-term substitute should be placed in an available position, a regular substitute will be hired and will be paid at the regular substitute rate until having served in that position for sixty (60) days, at which time the long-term substitute will be placed on the salary schedule at the BA-0 Step retroactive to the substitute's date of hire for that position. The substitute will not be a member of the bargaining unit and will not receive other local privileges granted to regular teachers until the substitute has been employed in the same position for sixty (60) or more days in accordance with Article I.
- D. The terms of this provision supersede O.R.C. 3319.10, 3319.11, 3319.111 and 3319.16.

**ARTICLE XXVII - ENTRY-YEAR/MENTOR**

- A. Participants in the entry year/mentor program will participate in the Geauga County ESC entry year mentor program or an equivalent program approved by the Board.
- B. An entry year teacher is an individual in the first year of employment under a teaching or educational personnel certificate who will be provided formative assistance by a mentor teacher during their first year. The aforementioned individual must participate in the entry year program as a matter of Ohio law. As a part of the entry year program, a mentor teacher will be assigned to provide professional support.
- C. Committee
  - 1. An entry year committee comprised of five (5) members with three (3) appointed by the NEA executive committee and two (2) appointed by the Superintendent..
  - 2. Committee members shall serve two (2) year terms.
  - 3. The Committee members shall be afforded the opportunity to attend training on the purpose of the entry program, the tools/instruments to be utilized and the necessary components for an effective program.
- D. Mentor Eligibility Criteria

Bargaining unit members must meet the following criteria to be eligible for assignment as a mentor teacher:

1. Have at least three (3) years of teaching experience in the Newbury Local School District;
  2. Have completed a Newbury Local School District organized or approved mentor training program;
  3. Have completed a state-approved training program;
  4. Attend Mentor meetings as called for in the Entry Year/Mentor Program;
  5. Agree to use the state-approved model when observing the mentee; and
  6. Keep a log of times, dates and a list of mentoring activities. The above log shall be reviewed by the building principal each semester. At the conclusion of each year, the logs will be submitted to the building principal where they will be kept on file for two (2) years. No log shall contain any confidential information related to either the mentors' or the mentees' progress.
- E. Mentor teachers shall not participate in the evaluation of the mentee. No mentor teacher shall be requested or directed to make any recommendation regarding the continued employment of the teacher.
- F. Positions for mentor teacher will be posted. Interested applicants will submit the request in writing to the Superintendent/designee by June 1. The Superintendent/designee, with the collaboration of the NEA President/designee, shall make the assignments of the mentors known to the building principals.
- G. Whenever possible, no more than one mentee shall be assigned to a mentor.
- H. Mentors will be issued a supplemental contract and be compensated in the amount of \$1,125.00
- I. Released time will be approved by the building principal commensurate with current policies and the negotiated Agreement. Each mentor will be granted release time not to exceed the equivalent of seven (7) days per year.
- J. In the event an entry year teacher in the first year of a two-year provisional certificate is satisfactorily evaluated by the District but does not pass the State assessment, the teacher shall be required to participate in the entry year program a second time.
- K. At the request of the mentor or entry year teacher, the building principal has the authority to end the mentor appointment. In that event, the mentor shall be compensated for the portion of the school year he/she has served. An alternate mentor shall be assigned by the building principal.
- L. Whenever possible, preparation periods of mentor and entry year teacher will be scheduled at the same time.

M. Entry Year Teacher

1. The entry year teacher shall be provided release time not to exceed one (1) day per year for the purpose of observing classes, meetings with his/her mentor, recommended workshops, assessment preparation, etc. The days may be used in one-quarter (1/4) day increments and shall be coordinated by the building principal.
2. The entry year teacher is not required to do an IPDP nor to utilize the LPDC process.
3. An effort will be made by the Administration to assign an equitable workload/schedule to an entry year teacher.

N. Protections

1. At any time, either the mentor or the entry-year teacher may exercise the option to have a new mentor assigned. In that the mentor and entry-year teacher must operate in a trusting and comfortable relationship, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
2. All members of the committee, mentors, and entry-year teachers shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
3. Mentors shall communicate directly with the entry-year teacher and shall not discuss/report the performance/progress of the entry-year teacher to any administrator, assessor, or other teacher. 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 any entry-year teacher.
4. The regular evaluation of the mentor shall not be affected in any aspect by the entry-year program or its demands.
5. Except for the entry-year teacher, this program shall be voluntary.

**ARTICLE XXVIII - RE-EMPLOYMENT OF RETIRED TEACHERS**

A teacher retired under any state retirement system ("Re-employed Teacher") may be employed subject to the following conditions:

- A. The re-employed teacher is a member of the bargaining unit and subject to the provisions of the NEA-Board Agreement, except as otherwise set forth herein.

- B. A re-employed teacher shall receive a minimum of five (5) years and a maximum of ten (10) years experience credit and the individual's educational attainment for salary schedule placement purposes. Placement shall be at the Superintendent's discretion.
- C. A re-employed teacher shall commence employment with zero years of seniority credit for purposes of layoff and zero days of accumulated sick leave.
- D. A re-employed teacher shall serve under a one (1) year limited contract which will be automatically non-renewed at the conclusion of that year without the need for completion of the evaluation process or notice to the employee. The Board and NEA intend that this provision expressly supersedes O.R.C. §§3319.11 and 3319.111. Therefore, a re-employed teacher is not eligible for a continuing contract.
- E. A re-employed teacher shall not be subject to the entry year/mentoring program.
- F. A re-employed teacher will be eligible for health insurance as follows:
  - 1. The re-employed teacher employed on a full-time basis will be reimbursed by the Board for the gross amount of her/his retiree portion of the monthly premium for the "base plan" health, dental and optical coverages (single or family as appropriate) through STRS, less the amount paid toward premiums by other bargaining unit members who are enrolled in Board-paid medical insurance.
  - 2. The re-employed teacher shall be eligible for Board-paid life coverages in accordance with the provisions of the NEA-Board Agreement.
- G. 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 nonrenewal, evaluation requirements related to teacher contract nonrenewal and insurance through STRS.

**ARTICLE XXIX – COMPLIANCE WITH HIGHLY QUALIFIED STANDARDS**

All teachers hired or transferred after June 30, 2012 shall meet the "No Child Left Behind" Act standards for highly qualified. No teachers shall be transferred to a position for which they are not highly qualified.

**ARTICLE XXX – LABOR MANAGEMENT COUNCIL**

A Labor-Management Council consisting of the NEA President, building representatives, position representatives, District Superintendent, and administrative appointees will meet the first Monday in October. At that time, dates for quarterly meetings will be determined.

Additional meetings may be held upon the request of the NEA President or Superintendent. Topics to be discussed will include terms and conditions of the contract that have been a problem for the Association or the administration.

#### **ARTICLE XXXI – DURATION OF AGREEMENT**

This Collective Bargaining Agreement shall be effective July 1, 2012, and shall remain in full force and effect through June 30, 2013. If any provisions of this document shall be found contrary to law by a court of competent jurisdiction, then that provision or application shall be deemed invalid except to the extent permitted by law. All other provisions herein stated shall continue in full force and effect so long as they do not conflict with any local, state, or federal laws.

#### **ARTICLE XXXII – SIGNATURES TO AGREEMENT**

WHEREAS, the undersigned persons representing the Newbury Local School Board of Education and the Newbury Education Association have met, negotiated, and agreed to the provisions as set forth in this Collective Bargaining Agreement;

NOW, THEREFORE, this Collective Bargaining Agreement between the parties is attested to by representatives whose signatures appear below.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at Newbury, Ohio.

FOR THE BOARD OF EDUCATION:

*Ray A. Munn*  
Board President

*Richard A. Wagon*  
Superintendent

*Nancy A. ...*  
Treasurer

*[Signature]*  
Negotiating Team Member

*James R. ...*  
Negotiating Team Member

FOR THE NEWBURY EDUCATION ASSOCIATION:

*Kebekah A. Miller*  
NEA President

*Betty L. Frenchak*  
Negotiating Team Member

*Carl M. Eastburn*  
Negotiating Team Member

*[Signature]*  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

*Richard A. ...*  
Negotiating Team Member

**NEWBURY LOCAL SCHOOL DISTRICT  
2012-13 TEACHER SALARY SCHEDULE**

Step	B.A.	B.A.+15	150 HOURS	M.A.	M.A.+15	M.A.+30
0	32,624 1.000	33,603 1.030	34,581 1.060	36,213 1.110	37,191 1.140	38,333 1.175
1	33,864 1.038	34,908 1.070	36,017 1.104	37,844 1.160	38,888 1.192	40,128 1.230
2	35,103 1.076	36,213 1.110	37,452 1.148	39,475 1.210	40,584 1.244	41,922 1.285
3	36,343 1.114	37,518 1.150	38,888 1.192	41,106 1.260	42,281 1.296	43,716 1.340
4	37,583 1.152	38,823 1.190	40,323 1.236	42,737 1.310	43,977 1.348	45,511 1.395
5	38,823 1.190	40,128 1.230	41,759 1.280	44,369 1.360	45,674 1.400	47,305 1.450
6	40,062 1.228	41,433 1.270	43,194 1.324	46,000 1.410	47,370 1.452	49,099 1.505
7	41,302 1.266	42,737 1.310	44,630 1.368	47,631 1.460	49,067 1.504	50,893 1.560
8	42,542 1.304	44,042 1.350	46,065 1.412	49,262 1.510	50,763 1.556	52,688 1.615
9	43,781 1.342	45,347 1.390	47,501 1.456	50,893 1.560	52,459 1.608	54,482 1.670
10	45,021 1.380	46,652 1.430	48,936 1.500	52,525 1.610	54,156 1.660	56,276 1.725
11	46,261 1.418	47,957 1.470	50,371 1.544	54,156 1.660	55,852 1.712	58,071 1.780
12	47,501 1.456	49,262 1.510	51,807 1.588	55,787 1.710	57,549 1.764	59,865 1.835
13	48,740 1.494	50,567 1.550	53,242 1.632	57,418 1.760	59,245 1.816	61,659 1.890
14	49,980 1.532	51,872 1.590	54,678 1.676	59,049 1.810	60,942 1.868	63,454 1.945
15	51,220 1.570	53,177 1.630	56,113 1.720	60,681 1.860	62,638 1.920	65,248 2.000
16	<p align="center">&lt; --- + \$125.00 per year --- &gt; for each additional year through Year 23 and \$150.00 per year starting in Year 24.</p>			62,638	64,269	66,879
				1.920	1.970	2.050
				<p align="center">&lt; --- + \$125.00 per year --- &gt; for each additional year through Year 23 and \$150.00 per year starting in Year 24.</p>		

**NEWBURY LOCAL SCHOOL DISTRICT  
2012-13 EXTRACURRICULAR SALARY INDEX SCHEDULE**

BASE SALARY:	\$32,624	0	1	2	3	4	5
		7,177	7,340	7,504	7,667	7,830	7,993
Athletic Director		0.220	0.225	0.230	0.235	0.240	0.245
		3,915	4,078	4,241	4,404	4,567	4,730
Asst. Athletic Director		0.120	0.125	0.130	0.135	0.140	0.145
		652	718	783	848	913	979
Summer Athletic Director		0.020	0.022	0.024	0.026	0.028	0.030
		4,567	4,730	4,894	5,057	5,220	5,383
Football - Head Coach		0.140	0.145	0.150	0.155	0.160	0.165
		2,936	3,067	3,197	3,328	3,458	3,589
Football - Assistants		0.090	0.094	0.098	0.102	0.106	0.110
		3,589	3,752	3,915	4,078	4,241	4,404
Soccer		0.110	0.115	0.120	0.125	0.130	0.135
		2,307	2,437	2,568	2,698	2,829	2,959
Soccer - Assistants		0.0707	0.0747	0.0787	0.0827	0.0867	0.0907
		4,567	4,730	4,894	5,057	5,220	5,383
Basketball - Head Coach		0.140	0.145	0.150	0.155	0.160	0.165
		2,936	3,067	3,197	3,328	3,458	3,589
Basketball - Assistants		0.090	0.094	0.098	0.102	0.106	0.110
		4,567	4,730	4,894	5,057	5,220	5,383
Wrestling		0.140	0.145	0.150	0.155	0.160	0.165
		2,936	3,067	3,197	3,328	3,458	3,589
Wrestling Assistants		0.090	0.094	0.098	0.102	0.106	0.110

	3,262	3,393	3,523	3,654	3,784	3,915
Baseball - Head	0.100	0.104	0.108	0.112	0.116	0.120
	1,957	2,088	2,218	2,349	2,479	2,610
Baseball Assistants	0.060	0.064	0.068	0.072	0.076	0.080
	3,262	3,393	3,523	3,654	3,784	3,915
Softball - Head	0.100	0.104	0.108	0.112	0.116	0.120
	1,957	2,088	2,218	2,349	2,479	2,610
Softball - Assistants	0.060	0.064	0.068	0.072	0.076	0.080
	3,262	3,393	3,523	3,654	3,784	3,915
Track - Head	0.100	0.104	0.108	0.112	0.116	0.120
	1,957	2,088	2,218	2,349	2,479	2,610
Track - Assistants	0.060	0.064	0.068	0.072	0.076	0.080
	4,567	4,730	4,894	5,057	5,220	5,383
Volleyball - Head	0.140	0.145	0.150	0.155	0.160	0.165
	2,936	3,067	3,197	3,328	3,458	3,589
Volleyball - Assistants	0.090	0.094	0.098	0.102	0.106	0.110
	3,262	3,393	3,523	3,654	3,784	3,915
Cross Country	0.100	0.104	0.108	0.112	0.116	0.120
	1,957	2,088	2,218	2,349	2,479	2,610
Cross County Assistant	0.060	0.064	0.068	0.072	0.076	0.080
	2,610	2,740	2,871	3,001	3,132	3,262
Golf - Head	0.080	0.084	0.088	0.092	0.096	0.100
	4,567	4,730	4,894	5,057	5,220	5,383
Yearbook	0.140	0.145	0.150	0.155	0.160	0.165

	1,957	2,088	2,218	2,349	2,479	2,610
Audio/Visual Coordinator	0.060	0.064	0.068	0.072	0.076	0.080
	1,631	1,631	1,631	1,631	1,631	1,631
Junior Class Advisor (1)	0.05	0.05	0.05	0.05	0.05	0.05
	979	979	979	979	979	979
Junior Class Advisor (2)	0.03	0.03	0.03	0.03	0.03	0.03
	2,284	2,414	2,545	2,675	2,806	2,936
Vocal Music - Secondary	0.070	0.074	0.078	0.082	0.086	0.090
	2,610	2,740	2,871	3,001	3,132	3,262
Vocal Music - Elementary	0.080	0.084	0.088	0.092	0.096	0.100
	4,241	4,372	4,502	4,633	4,763	4,894
Marching Band	0.130	0.134	0.138	0.142	0.146	0.150
	2,284	2,414	2,545	2,675	2,806	2,936
Concert Band	0.070	0.074	0.078	0.082	0.086	0.090
	2,610	2,773	2,936	3,099	3,262	3,426
Drama Director (Fall)	0.080	0.085	0.090	0.095	0.100	0.105
	1,957	2,121	2,284	2,447	2,610	2,806
Drama Director (Spring)	0.060	0.065	0.070	0.075	0.080	0.086
	1,957	2,121	2,284	2,447	2,610	2,806
Assistant Drama Director (Spring-Music)	0.060	0.065	0.070	0.075	0.080	0.086
	979	1,077	1,174	1,272	1,370	1,468
Asst. Drama (Tech. Dir.) (Fall/Spring)	0.030	0.033	0.036	0.039	0.042	0.045
	2,610	2,773	2,936	3,099	3,262	3,426
Speech Coach	0.080	0.085	0.090	0.095	0.100	0.105

	1,631	1,631	1,631	1,631	1,631	1,631
V/JV Football Cheerleader Advisor	0.05	0.05	0.05	0.05	0.05	0.05
	979	979	979	979	979	979
Jr. High Football Cheerleader Advisor	0.03	0.03	0.03	0.03	0.03	0.03
	1,957	1,957	1,957	1,957	1,957	1,957
V/JV Basketball Cheerleader Advisor	0.06	0.06	0.06	0.06	0.06	0.06
	1,305	1,305	1,305	1,305	1,305	1,305
Jr. High Basketball Cheerleader Advisor	0.04	0.04	0.04	0.04	0.04	0.04
	1,631	1,631	1,631	1,631	1,631	1,631
Advisors — 12	0.05	0.05	0.05	0.05	0.05	0.05
	652	652	652	652	652	652
Advisors — 9, 10	0.02	0.02	0.02	0.02	0.02	0.02
	979	1,109	1,240	1,370	1,501	1,631
Flag Corps	0.03	0.034	0.038	0.042	0.046	0.05
	652	652	652	652	652	652
Jr. High Student Council	0.02	0.02	0.02	0.02	0.02	0.02
	652	652	652	652	652	652
Elem. Student Council	0.02	0.02	0.02	0.02	0.02	0.02
	1,957	2,088	2,218	2,349	2,479	2,610
Academic Competition Coach	0.060	0.064	0.068	0.072	0.076	0.080
	652	652	652	652	652	652
Spanish Club Advisor	0.02	0.02	0.02	0.02	0.02	0.02
	652	652	652	652	652	652
French Club Advisor	0.02	0.02	0.02	0.02	0.02	0.02

	652	652	652	652	652	652
Newberry Book Club (up to 3 advisors)	0.02	0.02	0.02	0.02	0.02	0.02
	652	652	652	652	652	652
Honor Society Advisor - HS	0.02	0.02	0.02	0.02	0.02	0.02
	652	652	652	652	652	652
Honor Society Advisor - JH	0.02	0.02	0.02	0.02	0.02	0.02
	1,305	1,305	1,305	1,305	1,305	1,305
Mat Maid Advisor	0.04	0.04	0.04	0.04	0.04	0.04
	1,305	1,305	1,305	1,305	1,305	1,305
Teen Institute Advisor	0.04	0.04	0.04	0.04	0.04	0.04
	1,305	1,305	1,305	1,305	1,305	1,305
Sr. High Student Council	0.04	0.04	0.04	0.04	0.04	0.04
	1,794	1,957	2,121	2,284	2,447	2,610
Pep Band	0.055	0.06	0.065	0.07	0.075	0.08
	1,305	1,468	1,631	1,794	1,957	2,121
Weight Room Coach (Winter)	0.04	0.045	0.05	0.055	0.06	0.065
	1,305	1,468	1,631	1,794	1,957	2,121
Weight Room Coach (Spring)	0.04	0.045	0.05	0.055	0.06	0.065
	1,305	1,468	1,631	1,794	1,957	2,121
Weight Room Coach (Summer)	0.04	0.045	0.05	0.055	0.06	0.065
	1,957	2,121	2,284	2,447	2,610	2,773
Web Site Coordinator	0.06	0.065	0.07	0.075	0.08	0.085

	652	816	979	1,142	1,305	1,468
Computer Club	0.02	0.025	0.03	0.035	0.04	0.045
	652	750	848	946	1,044	1,142
Playground Teacher Supervisor (40 hrs.)	0.02	0.023	0.026	0.029	0.032	0.035
	652	652	652	652	652	652
Art Coordinator K-6	0.02	0.02	0.02	0.02	0.02	0.02
	652	652	652	652	652	652
Art Coordinator 7-12	0.02	0.02	0.02	0.02	0.02	0.02
	652	652	652	652	652	652
Ski Club	0.02	0.02	0.02	0.02	0.02	0.02
	1,957	1,957	1,957	1,957	1,957	1,957
Character Counts	0.06	0.06	0.06	0.06	0.06	0.06
	652	652	652	652	652	652
Builders Club	0.02	0.02	0.02	0.02	0.02	0.02
	652	652	652	652	652	652
Key Club	0.02	0.02	0.02	0.02	0.02	0.02
	489	489	489	489	489	489
Overnight Trip Chaperone (1 overnight stop)	0.015	0.015	0.015	0.015	0.015	0.015
	652	652	652	652	652	652
Overnight Trip Chaperone (2 overnight stops)	0.02	0.02	0.02	0.02	0.02	0.02
	1,125	1,125	1,125	1,125	1,125	1,125
PAM/TAM						

---

	1,373	1,537	1,700	1,863	2,026	2,189
LPDC Member	0.0421	0.0471	0.0521	0.0571	0.0621	0.0671

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\* Assistant A.D. (duties are for calendar year -- unlikely to have released time - not precluded if circumstances warranted.)



NEWBURY LOCAL SCHOOL DISTRICT

TEACHER CLASSROOM OBSERVATION FORM

[For Teachers Employed More Than One Year]

Instructor \_\_\_\_\_

Observer \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Observation Date \_\_\_\_\_

Appraisal Scale

S = Satisfactory

N.O. = Not Observed

U = Unsatisfactory

N.I. = Needs Improvement

Starting Time: \_\_\_\_\_

Ending Time: \_\_\_\_\_

I. INSTRUCTIONAL PROCEDURES:

- \_\_\_\_\_ Specific daily and/or weekly plans are available
- \_\_\_\_\_ Evidence of planning for specific lesson
- \_\_\_\_\_ Organization of instructional procedures
- \_\_\_\_\_ Provides for differences in capacities of pupils
- \_\_\_\_\_ Use of resourceful techniques
- \_\_\_\_\_ Use of appropriate procedures to evaluate student learning
- \_\_\_\_\_ Skill in presentation
- \_\_\_\_\_ Student participation
- \_\_\_\_\_ Knowledge of subject matter
- \_\_\_\_\_ Movement in classroom

II. MANAGEMENT SKILLS:

- \_\_\_\_\_ Organization of materials and supplies
- \_\_\_\_\_ Follows building and board procedures which relate to classroom functions
- \_\_\_\_\_ Maintains student discipline following student discipline code
- \_\_\_\_\_ Uses disciplinary approaches that are constructive

III. PUPIL-TEACHER RELATIONSHIP:

- \_\_\_\_\_ Helps child to develop and maintain good self-concept
- \_\_\_\_\_ Creates and maintains a friendly atmosphere based on mutual respect
- \_\_\_\_\_ Seeks to promote student success through the use of verbal and nonverbal praise

IV. SUPERVISOR'S COMMENTS:

V. TEACHER'S COMMENTS:

---

SUPERVISOR'S SIGNATURE

---

TEACHER'S SIGNATURE

---

CONFERENCE DATE

THE SIGNATURE OF THE TEACHER DOES NOT INDICATE APPROVAL OF THE RATINGS OR COMMENTS OF THE SUPERVISOR, BUT RATHER THAT THE TEACHER RECEIVED A COPY OF THIS FORM. IF THE TEACHER WISHES TO FILE A WRITTEN RESPONSE, THE TEACHER MAY DO SO.

(Additional pages for supervisor's or teacher's comments may be used as necessary.)

NEWBURY LOCAL SCHOOL DISTRICT

TEACHER SUMMATIVE EVALUATION FORM

[For Teachers Employed More Than One Year]

Instructor \_\_\_\_\_

Administrator \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Observation Dates \_\_\_\_\_

Appraisal Scale:     S = Satisfactory  
                          N.O. = Not Observed

U = Unsatisfactory  
N.I. = Needs Improvement

I.     INSTRUCTIONAL PROCEDURES:

- \_\_\_\_\_ Specific daily and/or weekly plans are available
- \_\_\_\_\_ Evidence of planning for specific lesson
- \_\_\_\_\_ Organization of instructional procedures
- \_\_\_\_\_ Provides for differences in capacities of pupils
- \_\_\_\_\_ Use of resourceful techniques
- \_\_\_\_\_ Use of appropriate procedures to evaluate student learning
- \_\_\_\_\_ Skill in presentation
- \_\_\_\_\_ Student participation
- \_\_\_\_\_ Knowledge of subject matter
- \_\_\_\_\_ Movement in classroom

II.    MANAGEMENT SKILLS:

- \_\_\_\_\_ Organization of materials and supplies
- \_\_\_\_\_ Follows building and board procedures which relate to classroom functions
- \_\_\_\_\_ Maintains student discipline following student discipline code
- \_\_\_\_\_ Uses disciplinary approaches that are constructive

III.   PUPIL-TEACHER RELATIONSHIP:

- \_\_\_\_\_ Helps child to develop and maintain good self-concept
- \_\_\_\_\_ Creates and maintains a friendly atmosphere based on mutual respect
- \_\_\_\_\_ Seeks to promote student success through the use of verbal and nonverbal praise

IV. PARENT-TEACHER RELATIONSHIPS:

\_\_\_\_\_ Reports student performance effectively to family or guardians (e.g., report cards, written reports, parent conferences, etc.)

V. STAFF-TEACHER RELATIONSHIPS:

\_\_\_\_\_ Maintains positive professional interactions with other educational personnel (e.g., cooperates, shares information, works as a team member, etc.)

VI. PERSONAL CHARACTERISTICS:

\_\_\_\_\_ Maintains professional behavior (e.g., interacts professionally with others, maintains appropriate confidentiality)

\_\_\_\_\_ Is in attendance and prompt

\_\_\_\_\_ Appropriate appearance

VII. PROFESSIONAL GROWTH:

\_\_\_\_\_ Takes advantage of opportunities provided for professional growth through inservice activities, conferences, workshops, professional literature, etc.

VIII. SUPERVISOR'S COMMENTS:

IX. TEACHER'S COMMENTS:

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE

\_\_\_\_\_  
TEACHER'S SIGNATURE

\_\_\_\_\_  
CONFERENCE DATE

THE SIGNATURE OF THE TEACHER DOES NOT INDICATE APPROVAL OF THE RATINGS OR COMMENTS OF THE SUPERVISOR, BUT RATHER THAT THE TEACHER RECEIVED A COPY OF THIS FORM. IF THE TEACHER WISHES TO FILE A WRITTEN RESPONSE, THE TEACHER MAY DO SO.

(Additional pages for supervisor's or teacher's comments may be used as necessary.)

NEWBURY LOCAL SCHOOL DISTRICT  
NONCLASSROOM TEACHER OBSERVATION FORM

Instructor \_\_\_\_\_ Administrator \_\_\_\_\_

Grade/Subject \_\_\_\_\_ Observation \_\_\_\_\_

Appraisal Scale:     S = Satisfactory                     U = Unsatisfactory  
                          N.O. = Not Observed                 N.I. = Needs Improvement

Starting Time \_\_\_\_\_ Ending Time \_\_\_\_\_

I.     PERFORMANCE RESPONSIBILITIES:  
(Narrative to be based upon Job Description; additional on reverse of form.)

II.    MANAGEMENT SKILLS:

- \_\_\_\_\_ Organization of materials and supplies.
- \_\_\_\_\_ Follows building and school board procedures which relate to job description responsibilities.
- \_\_\_\_\_ Maintains student discipline following student discipline code.
- \_\_\_\_\_ Uses disciplinary approaches that are constructive.

III.   PUPIL-TEACHER RELATIONSHIP:

- \_\_\_\_\_ Helps children to develop and maintain good self-concepts.
- \_\_\_\_\_ Creates and maintains a friendly atmosphere based upon mutual respect.
- \_\_\_\_\_ Seeks to promote student success through the use of verbal and nonverbal praise.

IV.    PARENT-TEACHER RELATIONS:

- \_\_\_\_\_ Reports appropriate student information to parents or guardians.

V. STAFF-TEACHER RELATIONS:

\_\_\_\_\_ Maintains positive professional interactions with other educational personnel (e.g., cooperates, shares information, works as a team member, etc.)

VI. PERSONAL CHARACTERISTICS:

\_\_\_\_\_ Maintains professional behavior (e.g., interacts professionally with others, maintains appropriate confidentiality.

\_\_\_\_\_ Is in attendance and prompt.

\_\_\_\_\_ Maintains appropriate appearance.

VIII. SUPERVISOR'S COMMENTS:

IX. TEACHER'S COMMENTS:

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE

\_\_\_\_\_  
TEACHER'S SIGNATURE

\_\_\_\_\_  
CONFERENCE DATE

(Additional pages for supervisor's or teacher's comments may be used as necessary)

NEWBURY LOCAL SCHOOL DISTRICT  
NONCLASSROOM TEACHER EVALUATION FORM

Instructor \_\_\_\_\_

Administrator \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Evaluation Date \_\_\_\_\_

Appraisal Scale:     S = Satisfactory  
                          N.O. = Not Observed

U = Unsatisfactory  
N.I. = Needs Improvement

I.     PERFORMANCE RESPONSIBILITIES:

(Narrative to be based upon Job Description; additional on reverse of form.)

II.    MANAGEMENT SKILLS:

- \_\_\_\_\_ Organization of materials and supplies.
- \_\_\_\_\_ Follows building and school board procedures which relate to job description responsibilities.
- \_\_\_\_\_ Maintains student discipline following student discipline code.
- \_\_\_\_\_ Uses disciplinary approaches that are constructive.

III.   PUPIL-TEACHER RELATIONSHIP:

- \_\_\_\_\_ Helps children to develop and maintain good self-concepts.
- \_\_\_\_\_ Creates and maintains a friendly atmosphere based upon mutual respect.
- \_\_\_\_\_ Seeks to promote student success through the use of verbal and nonverbal praise.

IV.    PARENT-TEACHER RELATIONS:

- \_\_\_\_\_ Reports appropriate student information to parents or guardians.

V.     STAFF-TEACHER RELATIONS:

- \_\_\_\_\_ Maintains positive professional interactions with other educational personnel (e.g., cooperates, shares information, works as a team member, etc.)

VI. PERSONAL CHARACTERISTICS:

- \_\_\_\_\_ Maintains professional behavior (e.g., interacts professionally with others, maintains appropriate confidentiality.
- \_\_\_\_\_ Is in attendance and prompt.
- \_\_\_\_\_ Maintains appropriate appearance.

VIII. SUPERVISOR'S COMMENTS:

IX. TEACHER'S COMMENTS:

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE

\_\_\_\_\_  
TEACHER'S SIGNATURE

\_\_\_\_\_  
CONFERENCE DATE

(Additional pages for supervisor's or teacher's comments may be used as necessary)

NEWBURY LOCAL SCHOOL DISTRICT  
TEACHER CLASSROOM OBSERVATION FORM  
AND PERFORMANCE RATING  
 [For Entry-Year Teachers in First Year of Employment]

Teacher \_\_\_\_\_

Observer \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Observation Date \_\_\_\_\_

Appraisal Scale:	E	=	Excellent
	G	=	Good
	S	=	Satisfactory
	NI	=	Needs Improvement
	U	=	Unsatisfactory
	NO	=	Not Observed

Starting Time \_\_\_\_\_ Ending Time \_\_\_\_\_

## Domain A: Organizes Content Knowledge for Student Learning

- \_\_\_\_\_ A1. Is familiar with relevant aspects of students' background knowledge and experiences
- \_\_\_\_\_ A2. Articulates clear learning goals for the lesson that are appropriate for the students
- \_\_\_\_\_ A3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.
- \_\_\_\_\_ A4. Uses a variety of teaching methods based on student learning styles
- \_\_\_\_\_ A5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.
- \_\_\_\_\_ A6. Demonstrates knowledge of content

## Domain B: Creates an Environment for Student Learning

- \_\_\_\_\_ B1. Creates a climate that promotes fairness
- \_\_\_\_\_ B2. Establishes and maintains rapport with students
- \_\_\_\_\_ B3. Communicates challenging learning expectations to each student
- \_\_\_\_\_ B4. Establishes and maintains consistent standards of classroom behavior
- \_\_\_\_\_ B5. Makes the physical environment as safe and conducive to learning as possible

Domain C: Teaches for Student Learning

- \_\_\_\_\_ C1. Makes learning goals and instructional procedures clear to students
- \_\_\_\_\_ C2. Makes content comprehensible to students
- \_\_\_\_\_ C3. Encourages students to extend their thinking
- \_\_\_\_\_ C4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- \_\_\_\_\_ C5. Uses instructional time effectively (time on task)
- \_\_\_\_\_ C6. Incorporates and implements technology usage in the classroom

Observer's Comments:

Teacher's Comments:

\_\_\_\_\_  
Observer's Signature

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Conference Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form. If the teacher wishes to file a written response, the teacher may do so.

(Additional pages may be used as desired)

NEWBURY LOCAL SCHOOL DISTRICT  
TEACHER SUMMATIVE EVALUATION FORM  
 [For Entry-Year Teachers in First Year of Employment]

Teacher \_\_\_\_\_

Observer \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Observation Date \_\_\_\_\_

Appraisal Scale:	E	=	Excellent
	G	=	Good
	S	=	Satisfactory
	NI	=	Needs Improvement
	U	=	Unsatisfactory
	NO	=	Not Observed

## Domain A: Organizes Content Knowledge for Student Learning

- \_\_\_\_\_ A1. Is familiar with relevant aspects of students' background knowledge and experiences
- \_\_\_\_\_ A2. Articulates clear learning goals for the lesson that are appropriate for the students
- \_\_\_\_\_ A3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future
- \_\_\_\_\_ A4. Uses a variety of teaching methods based on student learning styles
- \_\_\_\_\_ A5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson
- \_\_\_\_\_ A6. Demonstrates knowledge of content

## Domain B: Creates an Environment for Student Learning

- \_\_\_\_\_ B1. Creates a climate that promotes fairness
- \_\_\_\_\_ B2. Establishes and maintains rapport with students
- \_\_\_\_\_ B3. Communicates challenging learning expectations to each student
- \_\_\_\_\_ B4. Establishes and maintains consistent standards of classroom behavior
- \_\_\_\_\_ B5. Makes the physical environment as safe and conducive to learning as possible

Domain C: Teaches for Student Learning

- \_\_\_\_\_ C1. Makes learning goals and instructional procedures clear to students
- \_\_\_\_\_ C2. Makes content comprehensible to students
- \_\_\_\_\_ C3. Encourages students to extend their thinking
- \_\_\_\_\_ C4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- \_\_\_\_\_ C5. Uses instructional time effectively (time on task)
- \_\_\_\_\_ C6. Incorporates and implements technology usage in the classroom

Domain D: Teacher Professionalism

- \_\_\_\_\_ D1. Reflects on the extent to which the learning goals were met
- \_\_\_\_\_ D2. Demonstrates the belief that "I am responsible for teaching all students."
- \_\_\_\_\_ D3. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students
- \_\_\_\_\_ D4. Communicates with parents or guardians about student learning
- \_\_\_\_\_ D5. Is punctual to class and has a good attendance record
- \_\_\_\_\_ D6. Dresses appropriately
- \_\_\_\_\_ D7. Maintains and submits in a timely manner accurate records and reports
- \_\_\_\_\_ D8. Grows and develops professionally

Administrator's Comments:

Teacher's Comments:

SUMMATIVE RATING:

This summative rating of the above-named teacher for this school year is (check one):

- Excellent
- Good
- Satisfactory
- Needs Improvement
- Unsatisfactory

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

The signature of the teacher does not indicate agreement with the evaluation but rather that he/she has received a copy of the form.

(Additional pages may be used as desired)

NEWBURY LOCAL SCHOOLS

PRINCIPAL'S EMPLOYMENT RECOMMENDATION

Employee \_\_\_\_\_ Date \_\_\_\_\_

Employee Contract Status:

Experience prior to this year:

Continuing

In this district: \_\_\_\_\_

Limited

In other districts: \_\_\_\_\_

Limited with reasons directed at professional improvement (O.R.C. §3319.11)

Total: \_\_\_\_\_

I recommend that the above-mentioned employee:

Continuing Contract Employees

Be retained on continuing contract.

Be terminated for cause.

Limited Contract Employees

Be awarded an additional one (1) year limited contract.

Be awarded an additional one (1) year limited contract with reasons directed at professional improvement.

Be awarded a continuing contract.

Be nonrenewed.

Limited Contract Employees with Reasons Directed at Professional Improvement

Be awarded a continuing contract.

Be nonrenewed.

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**NEWBURY LOCAL SCHOOL DISTRICT  
CHILD-REARING LEAVE FORM**

(To be filed with the Superintendent as soon as possible but not later than two (2) weeks prior to the commencement of the leave.)

Name: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_

Check one of the following:

- 1. \_\_\_\_\_ I wish to take sick leave for reasons of pregnancy disability. I wish to remain out only for the period of disability as certified by my attending physician. I understand that I am entitled to return to my position and that I will be paid for all days off for which I have accumulated or advanced sick leave.
  
- 2. \_\_\_\_\_ I wish to take leave for reasons of child-rearing. I wish to remain out of work for the duration of this school year. I understand that I am entitled to return to a position similar to the position vacated, but not necessarily the position vacated. I also understand that except for my entitlement to pregnancy related disability sick leave, my child-rearing leave is unpaid.

Check one of the following: (If number 2 above is checked, then check either 3 or 4.)

- 3. \_\_\_\_\_ I wish to utilize sick leave for the period of disability as certified by my attending physician (must precede commencement of unpaid leave).
  
- 4. \_\_\_\_\_ I do not wish to utilize sick leave for the period of disability as certified by my attending physician.

Approximate beginning date of leave: \_\_\_\_\_

Approximate ending date of leave: \_\_\_\_\_

Teachers should notify the Superintendent of Schools as soon as possible of the precise dates of each of the above in writing. Teachers are reminded to review the contract between the Board and the NEA relative to notification dates, insurance benefits, etc.

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

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

Complete in duplicate: one copy to be retained by the Superintendent; one copy to be returned to the teacher.

**NEWBURY LOCAL SCHOOL DISTRICT  
TEACHER GRIEVANCE FORM**

This form should be prepared in duplicate, and signed by both the grievant and the Principal/Superintendent; each shall retain a copy.

Name of Grievant: \_\_\_\_\_ Date of Filing: \_\_\_\_\_

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

STATEMENT OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RELIEF SOUGHT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of NEA President

\_\_\_\_\_  
Signature of Principal/Superintendent

\_\_\_\_\_  
Date

**NEWBURY LOCAL SCHOOL DISTRICT  
TEACHER GRIEVANCE DISPOSITION**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name of Grievant

This is to inform you that your grievance filed on \_\_\_\_\_ at Step \_\_\_\_\_ was  
Date disposed of as follows:

Date of Hearing, if held: \_\_\_\_\_

Participants in Hearing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal/Superintendent Signature

Copies are to be mailed to each participant.

**NEWBURY LOCAL SCHOOL DISTRICT  
TUITION REIMBURSEMENT FORM**

Date \_\_\_\_\_

Tuition Reimbursement Committee  
Attention: Debbie Rutz  
Newbury Local Schools  
14775 Auburn Road  
Newbury, Ohio 44065

Dear Committee Members:

I am requesting tuition reimbursement according to the terms and conditions of the Negotiated Agreement.

College/University	Course(s)	Credit Hours	Amount
--------------------	-----------	--------------	--------

I understand that to be eligible for reimbursement that I must have the graduate course(s) approved by the Newbury Local Professional Development Committee. In addition, I understand that I must have original transcripts sent from the college and/or university directly to the Board of Education's administrative offices postmarked no later than June 30<sup>th</sup> of the current school year. I will also be providing the Board of Education with a confirmation of payment to the college and/or university prior to June 30<sup>th</sup> of the current school year.

Sincerely,

**NEWBURY LOCAL SCHOOL DISTRICT  
FRINGE BENEFITS**

**HEALTH PLAN:**

- Cigna -- \$1,500 deductible/family plan paid by employee after employer pays \$1,500
- \$750 bridge/employee plan paid by employee after employer pays \$750
- No copays on healthcare
- No copays on prescriptions
- No co-insurance
- No cost for wellness program
- Pays 100% after both deductibles are met

**Employer Maximum Deductible Totals (Paid First):**

Employee: \$ 750.00  
Family: \$1,500.00

**Employee Maximum Deductible Totals:**

Employee: \$ 750.00  
Family: \$1,500.00

effective September 1, 2012 through August 31, 2013

<b>DENTAL PROGRAM</b>	<b>Newbury Local Schools</b>
Dependent Age Limit	To age 19, 25 if student, removal at birthday
Annual Maximum	\$2,000
Deductible	\$25 Single/\$50 Family
Preventive Services (not subject to deductible)	100%, no deductible
Essential Services	80%, after deductible
Complex Services	80%, after deductible
Orthodontic Treatment — includes adults	60%, no deductible
Lifetime Maximum for Ortho	\$1,000