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**MASTER
AGREEMENT**

between the

**NORDONIA HILLS EDUCATORS'
ASSOCIATION**

and the

**NORDONIA HILLS CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

August 16, 2012 through August 15, 2014

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PREAMBLE

This Agreement is made and entered into by and between the Nordonia Hills City School District Board of Education (the "Board") and the Nordonia Hills Educators' Association (the "Association"), an affiliate of the Ohio Education Association (OEA), and sets forth all mutual agreements and understanding of the parties.

ARTICLE 1 – RECOGNITION

A. TERMS OF RECOGNITION

1. The Nordonia Hills City School District Board of Education (hereinafter referred to as the “Board”) recognizes the Nordonia Hills Educators’ Association/OEA/NEA (hereinafter referred to as the “Association” or “NHEA”), as the exclusive representative for full-time and regular part-time teachers, department chairpersons, librarians, guidance counselors, school psychologists, athletic director assistants, tutors, coordinators (other than those listed in paragraph 2 below). Long-term substitutes who work 60 consecutive days in a single assignment or are employed in a position scheduled for 60 or more consecutive days shall be part of the Association bargaining unit. Long-term substitutes shall be paid at the BA base salary of this Agreement beginning with the 61st such day of employment. The employment of such persons shall conclude automatically at the end of their term of service as a long-term substitute without the requirement of compliance with the evaluation and non-renewal processes of this Agreement and Ohio law. For a long-term substitute who is employed in a regular teaching position during that year or the next year, seniority will be counted from the first day of service as a long-term substitute which immediately precedes her/his employment in a regular teaching position.
2. Positions excluded from the bargaining unit include superintendents, principals, directors of business and athletics, coordinators/supervisors of pupil personnel and auxiliary services, supervisors with evaluation responsibility, instructional aides and casual substitute teachers.
3. Recognition granted herein shall preclude recognition of any other organization representing the teachers during the term of this Master Agreement.
4. The term “tutor” will be defined as individuals providing short-term irregular instruction, and individuals who lack proper (Reading) certification and assigned to Title I. This does not include Home Instruction.
 - a. In the event the administration determines to add licensed personnel to perform in the capacity of tutors/small group instructors, the Superintendent shall ask the NHEA President to appoint representatives of the Association to meet with representatives of the Board to consider the duties which might be assigned to such persons, the qualifications to be required of the candidates and the salaries to be associated with such positions. The committee shall submit its report and recommendations to the LMC within thirty (30) days of the request of the Superintendent to the Association President. That timeline may be extended by mutual agreement.

- b. The current 2009-2010 tutor seniority list shall be merged with the 2009-2010 teacher seniority list to make one seniority list. Forevermore, if the position of "tutor" is activated then the seniority list will be kept in accordance with Article 9(A)(3)(a)(1).
5. All teaching employees new to the District shall be conditionally employed until the Board receives the results of a criminal records check from the Bureau of Criminal Identification and Investigation (BCII) and Federal Bureau of Investigation (FBI). The Board shall initiate the BCII and/or FBI check as promptly as possible, and in no case later than the next business day following Board approval of conditional employment of a teaching employee. During that period of conditional employment, the new teaching employee shall be considered a member of the bargaining unit represented by the Association and entitled to all provisions of this Agreement. If the report received from BCII and/or FBI indicates the individual does not qualify for employment as defined in Ohio Revised Code 3319.39(B)(1), the individual shall be informed that he/she is being released immediately from conditional employment and the reason, i.e. the report from BCII and/or FBI, for the release. No individual released from conditional employment under this section, nor the Association, shall have the right to bring a grievance, request arbitration or initiate any other form of legal proceeding against or involving the Board to contest the employee's release from conditional employment pursuant to Ohio Revised Code 3319.39(B)(1) and this section except as it relates to a challenge of the accuracy/validity of the BCII and/or FBI report.

An employee who intends to challenge the accuracy/validity of a BCII and/or FBI report must so advise the Assistant Superintendent within five (5) workdays of his/her removal from the position. If the teacher or the Board receives a modified BCII and/or FBI report which would make him/her eligible for employment within sixty (60) calendar days of the initial removal, then the teacher shall be reinstated to his/her former position, but is not entitled to any compensation from the Board including back pay and benefits, for the period of removal. An individual who receives a modified BCII and/or FBI report which would make him/her eligible for employment more than sixty (60) calendar days after the initial removal shall have no entitlement to an employment position with the District unless a regular teacher has not been hired for the position for which the teacher was initially hired.

B. CHANGES IN RECOGNITION

Recognition of the Association as exclusive bargaining representative may be withdrawn in accordance with the procedures specified in Ohio Revised Code 4117.

C. FAIR SHARE FEE

1. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Nordonia Hills Educators' Association, a fair share fee for the Association's representation of such nonmembers during the term of this Master Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological cause not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of the Fair Share Fee

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 Association, shall be transmitted by the Association to the Board Treasurer on or about September 15 of each year during the term of this Master Agreement for the purpose of determining amounts to be payroll deducted.

3. Schedule of Fair Share Fee Deduction

a. All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15, annually. In the case of bargaining unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- (1) sixty (60) calendar days employment in a bargaining unit position;
or
- (2) January 15.

b. Upon Termination of Membership During the Membership Year

The Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) calendar days from termination of membership.

4. Transmittal of Deductions

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

5. Procedure for Rebate

The Association represents to the Employer 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 representation fee has been established and will be given to each bargaining unit member who does not join the NHEA, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

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

ARTICLE 2 – NEGOTIATIONS PROCEDURE

A. DIRECTING REQUESTS

If either of the parties desires to negotiate items which are proper subjects of negotiations, it shall notify the other party in writing not earlier than one hundred twenty (120) days prior to expiration and not later than ninety (90) days prior to expiration. Notification in writing from the Association shall be served on the Superintendent, and from the Board shall be addressed to the Association President.

Prior to March 1 of the final year of the Master Agreement, the Association and the Board, by mutual agreement, may begin discussions concerning the possible employment of an alternative bargaining model, e.g. Interest-Based Bargaining. This process can be discontinued at any time by either party. In the event of that occurrence, the time lines specified in Article 2 will begin.

B. NEGOTIATIONS MEETINGS

1. Within fifteen (15) days after receipt of such notice, an initial meeting will be held at which both parties will submit in writing their proposals; and, thereafter, additional items shall not be submitted by either party unless the other party consents thereto.

2. Proposals shall, in form and detail, specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto.

Topical listing of items proposed for negotiations (“laundry lists”) shall constitute a clear failure of compliance with this requirement and may be disregarded. Dates mentioned in any of the articles of this Master Agreement may be extended by mutual consent.

3. Negotiations meetings shall be in executive session, unless otherwise mutually agreed upon by both parties. Unless an alternative bargaining model is employed or unless the parties agree otherwise, meetings will be held during nonstudent contact time.
4. Other rules for conducting the negotiations procedures, which are deemed necessary and not covered by this Article, may be discussed and agreed upon at this first session.

C. NEGOTIATIONS TIME LIMIT

Items under negotiation must be resolved to the mutual satisfaction of both parties within forty-five (45) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time [ten (10) calendar days each] may be granted. If no agreement is reached, the disagreement procedures outlined in this document shall be implemented.

D. DEFINITIONS

1. “Negotiable items” are salaries, fringe benefits, terms and conditions of employment, and such other items as may be mutually agreed upon.
2. “Good faith” involves coming to the negotiations table with the intention of negotiating openly and fairly. “Good faith” requires that the Board and/or Administration and the Association be willing to react to each other’s proposals. If a proposal is unacceptable to one party, that party is obligated to give its reasons or offer counterproposals. The obligation of the Board and/or the Administration and the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

E. REPRESENTATION

The Board or its designated representative(s) shall meet with the Association or its designated representative(s) to negotiate in “good faith.” Each team shall limit its representation to five (5) members, unless otherwise agreed upon at the first meeting. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge

that their representatives will be granted all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be a provision for replacement of members on the respective teams.

F. EMPLOYEE PARTICIPATION RIGHTS

The fact that an employee participated in negotiations as a member of the team, alternate or advisor/specialist to that team, shall not be recorded in his/her personnel file or in any way used in the transfer, assignment, or promotion process; nor shall this fact be used in any recommendations for reemployment or recommendations for employment; nor shall that person, the Association or its officers be placed in jeopardy or be subject to reprisal or discrimination from the Board or its Administration for their part in negotiations and Association activity.

G. INFORMATION

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision; and neither party is obligated to develop data or information not in existence or to re-work, re-draft, summarize, compute, or otherwise develop data or information in other than its existing form.

H. WHILE NEGOTIATIONS ARE IN PROGRESS

1. Caucus

The chairperson of either group may caucus his/her group for independent discussion at any time. Unless mutually agreed upon at the time, the caucus shall not exceed thirty (30) minutes.

2. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No items so initialed shall be binding until all items are initialed.

3. Schedule of Meetings

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

4. Media

Until impasse is declared, no party shall make any statement to the media about the progress or status of negotiations. A copy of any media release shall be furnished to the other party at the same time and by the same method.

I. CHANGES IN NEGOTIATIONS PROCEDURES

1. If either party desires changes in the negotiations procedures, that party shall include the proposed changes along with the initial letter sent to open negotiations or the letter of response, as the case may be.
2. These proposed amendments will become the initial items for discussion in the upcoming negotiations and, if agreed upon, shall become a part of the total package to be ratified by the Association and adopted by the Board.
3. By mutual consent, the amendments tentatively agreed upon may be followed during that particular series of negotiations.

J. AGREEMENT

1. When tentative agreement is reached on all items being negotiated, a final written copy shall be prepared.
2. The tentative agreement will first be submitted to the Association membership.
3. Upon approval of the bargaining unit membership, the tentative agreement will be signed by the Association President and submitted to the Board for consideration of approval at their next regular or special meeting.

K. DISAGREEMENT

1. If agreement is not reached within the specified time limits, the parties will endeavor to select a mutually acceptable mediator. If the parties are unable to reach such agreement, either party may request the services of the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. If the FMCS cannot furnish a mediator, the parties shall select a mediator; but, if the parties cannot agree upon a mediator within five (5) days of refusal of FMCS to mediate, the mediator shall be selected through the American Arbitration Association pursuant to its rules. If the mediator is unable to resolve the dispute and the parties jointly request a report, the mediator may issue an advisory report containing recommendations for resolution.
2. The costs of mediation shall be equally shared by the Association and the Board.

ARTICLE 3 – GRIEVANCE PROCEDURE

[For Grievance Forms, see Appendices A-1, A-2.]

A. GRIEVANCE POLICY

The Board recognizes that in the interest of effective personnel management, a grievance procedure is necessary whereby its professional staff members can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedure shall be available to all professional staff members of the bargaining unit; and no reprisals of any kind shall be taken against any professional staff member initiating or participating in the grievance procedure.

B. GRIEVANCE DEFINED

A “grievance” is an alleged violation, misinterpretation, or misapplication of the written provisions of this Master Agreement.

C. PURPOSE AND OBJECTIVE

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

D. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

1. By October 1 of each year, the Association will designate one (1) or more representatives for processing grievances in each building. The name of the designated representative(s) shall be given to the Principal of the building concerned and the Superintendent within one (1) week after such designation.
2. An aggrieved professional staff member, at his/her sole choosing, may appear on his/her own behalf or may be represented at any or all steps of the grievance procedure by the designated representative and/or the Association.
3. Decisions rendered at each formal level will be made in writing on the forms hereto attached, setting forth the decision and the reasons therefore.
4. No records, documents or communications concerning a grievance will be placed in the personnel file of any of the participants. Records of the grievance will be kept confidential.
5. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the Administrator deciding the grievance has authority to make a decision.

6. Hearings held under this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
7. The Association, as such, shall have the right to file a grievance.
8. Nothing in this Master Agreement shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice or record.

E. TIME LIMITS

1. Number of days indicated at each step is considered a maximum.
2. If a grievance is not initiated at Level One within forty-five (45) days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.
3. "Days" shall be regular working days.
4. During the summer vacation months, the grievance filing limitation of forty-five (45) days will be waived. Once the grievance procedure has been initiated, the time line limits will be adhered to. Failure to follow the prescribed procedures will result in:
 - a. Administrative failure, grievance will go to next step; or
 - b. Association failure, will result in dismissal of grievance.

F. PROCEDURE

1. Informal Procedure

An employee who feels he/she has a grievance shall first meet informally with his/her building Principal or Immediate Supervisor in an effort to resolve the problem.

2. Level One (Formal)

If the grievance is not resolved at the informal Level, the grievant may, within five (5) days after the date of the informal discussion, submit a formal, written grievance to his/her Building Principal or Immediate Supervisor who will, within five (5) days of receipt of said grievance, schedule a conference with grievant and either side's representative(s). Resolution of the grievance will be reduced to writing and signed by the parties. This shall conclude the process.

If the agreement is not reached during the meeting, the Building Principal will render a written decision within five (5) days following the conference and forward that decision to the grievant. Copies of the decision will be mailed to the Association President and the Superintendent.

3. Level Two (Formal)

If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may, within five (5) days after receiving the Level One decision, submit the grievance in writing to the Superintendent who will, within five (5) days of receipt of said grievance, schedule a conference with the grievant and either side's representatives. Resolution of the grievance will be reduced to writing and signed by the parties. This shall conclude the process.

If the agreement is not reached during the meeting, the Superintendent shall render a written decision within five (5) days following the hearing and forward copies to the grievant and the grievant's Building Principal or Immediate Supervisor. Copies will be mailed to the Association President.

4. Level Three (Formal)

If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant (through the Association) may request a hearing before an arbitrator.

The request for arbitration shall be made within five (5) days following receipt of the disposition of the grievance in Level Two. The request for arbitration shall be made in writing to the Superintendent. Within ten (10) days following receipt by the Superintendent of the request for arbitration, the Board or its designated representative and the grievant shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected as follows:

- a. A mutual request for a list of seven (7) names shall be submitted to the AAA. It shall be specified within the request that no less than three (3) arbitrators named by the AAA shall be from Ohio. Each party may request one (1) additional list.
- b. The list of seven (7) names shall be reduced to one (1) by the alternate-strike method. The party striking the first name shall be determined by a toss of a coin.

Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA. Arbitrator shall have the authority to consider only a single grievance.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Agreement, nor add to, detract from, or modify the language therein, in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her, and to submit observations or declarations of opinion which are directly essential in reaching the determination.

The costs for arbitration shall be shared equally by the Board and the Association.

G. MISCELLANEOUS

1. Nothing contained herein will be construed as limiting the right of any professional staff person from resolving a grievance at the informal level without intervention of the Association, provided the resolution is not inconsistent with the terms of this Master Agreement, and the Association has been given the opportunity to be present and to state its views.
2. The Association may have a representative present at all formal steps of the grievance to represent the interests of the Association. (Grievance Forms: Appendix A)

ARTICLE 4 – COMPENSATION

A. PAY PERIODS

1. Teachers shall be paid in twenty-four (24) pay periods per year. However, any bargaining unit member who is on the twenty-one (21) pay period schedule as of June 30, 1998, shall be permitted to remain on that schedule until the employee submits a written request to the Treasurer to change to the twenty-four (24) pay plan or until the member is no longer employed by the District. Any pay deductions made on a yearly basis will be prorated over the pay periods. The first pay date for the 2012-2013 school year will be August 30, 2012, and the pays will continue thereafter on a twenty-four (24) pay schedule with pay dates on the 15th and the 30th, unless the 15th or 30th is on a Saturday, Sunday, or nonbanking day. In that event, the pay date shall be on the closest banking day preceding the 15th or 30th.
2. Direct Deposit

All employees shall receive their compensation payments via direct deposit and paystubs via Employee Kiosk.

The Treasurer shall accommodate a request for temporary cessation of direct deposit due to major changes in the employee's life circumstances, for example, divorce, and provided that further the Treasurer shall be required to comply with State and Federal laws, as well as court orders, with respect to employee payroll.

B. SALARY SCHEDULES

1. The salary schedule and its effective date will be bound in Appendix F-1. The base salary shall be as follows:

August 15, 2012 \$36,894

2. Salary adjustments will be recognized on the training grid of the salary schedule. Credits earned within the College of Education, or those directly applicable to the teacher's assignment, or areas of certification as presented at the time of employment, or completed as part of the individual development plan approved by the LPDC will be recognized for advancement on the training grid of the salary schedule.

3. Adjustment to the salary schedule shall be made only twice per year at the October and February Board meetings in increments as follows:

- a. BS Bachelor's Degree
- b. BS+15 15 Semester Hours after receiving Bachelor's Degree
- c. BS+30 30 Semester Hours after receiving Bachelor's Degree
- d. MA Master's Degree
- e. MA+15 15 Semester Hours after receiving Master's Degree
- f. MA+30 30 Semester Hours after receiving Master's Degree
- g. PhD Doctor of Philosophy Degree

Adjustments made at the October meeting shall be retroactive to the beginning of the contract year; February adjustments shall be effective February 1.

4. Effective November 15, 2011, pursuant to a Memorandum of Agreement, each member of the bargaining unit was placed back one experience step on the salary schedule. Each member will not recover the step.

5. Effective with the start of the 2007-08 school year teachers shall be paid a longevity amount of \$800.00 at steps 26, 27, and 28 and a longevity amount of \$1000.00 at steps 29 and above.

6. The Board agrees to convert savings resulting from the suspension of Tuition Reimbursement and other negotiated reductions to fund a lump-sum salary payment of Five Hundred Dollars (\$500.00) to each member of the bargaining unit as of August 15, 2012, to be paid in a separate check on August 24, 2012.
7. During the term of this Agreement, no bargaining unit member shall be eligible for any salary schedule step movement, horizontal or vertical, on the teaching or supplemental salary schedules and such step freeze shall not be restored in the future.

C. SUMMER SCHOOL/KINDERGARTEN SCREENING SALARY

1. Any teacher who is employed and assigned to teach during summer school shall be issued a contract. The teacher shall be paid at an hourly rate equal to .0007 of the base salary in effect.
2. Any teacher who takes part in Kindergarten Screening during the summer shall be paid at an hourly rate equal to .0007 of the base salary in effect.
3. Teachers that accumulate continuous service in Summer School or Kindergarten Screening will be compensated at .00075 per hour for their second summer and .00085 per hour for their third summer.

D. PERIOD SUBSTITUTE REIMBURSEMENT

1. Teachers who are asked to substitute for another teacher shall be excused when it will unduly interfere with their teaching performance. When a teacher is asked by the Administration to substitute for another teacher, that teacher shall be paid at an hourly rate equal to .0007 of the base salary in effect.
2. Class coverage pursuant to the above shall be arranged by the Building Principal and distributed as equitably as possible among the teachers in said school.
3. When a teacher is required to combine part or all of another teacher's class with his/her class, that teacher shall be paid at the hourly rate equal to .0007 of the base salary in effect.

E. SEVERANCE PAY

1. Employees whose contracts are suspended by the Board as a result of a Reduction in Force are eligible for this provision when their recall rights have expired.
2. An employee who submits her/his written notice of resignation for purposes of retirement effective with the end of that school year shall receive a one time stipend in the gross amount of \$1000.00. The written notice must be submitted by February 1st for acceptance at the February Board meeting and once submitted is

irrevocable. That payment will be made at the same time as payments under paragraphs 4 and 6 of this section.

3. Employees who retire through the State Teachers Retirement System (STRS) are eligible for severance pay provided the eligible teacher has at least five (5) years' service with the Nordon Hills City Schools.
4. In any year in which there is no retirement incentive plan the maximum number of days eligible for payment to the employee shall be one-third (1/3) of the employee's accrued but unused Sick Leave at retirement up to a maximum accrual of two hundred ten (210) days plus 7.5% of unused sick and personal days, which have converted to sick leave, earned during the last five years of employment. The maximum additional severance days would be 6.75 days, reached if a teacher used no sick leave (so accumulating 75 days) and used no personal days (so accumulating an additional 15 unused personal days converted to sick leave) over the last five years of service.
5. Payment shall be in an amount equal to the then current daily rate of pay of the retiree times the number of accumulated unused and eligible sick days to a maximum of seventy (70) days plus a maximum of 6.75 days for attendance during the last five years of employment pursuant to paragraph 4 above in any year in which there is no retirement incentive plan.
6. No payment shall be made to any employee unless the employee files a signed formal application with the Board Treasurer not later than one hundred twenty (120) days after the last day of employment.
7. All eligible employees shall receive the above severance pay within fifteen (15) days after the effective date of retirement.
8. Payment and Deferral of Severance Pay
 - a. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have the total amount that otherwise would be payable to the Participant as severance pay under this Section, mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). For purposes of this Agreement, this arrangement is referred to as the "403(b) Plan." The provisions of this Agreement are effective for all employees whose retirement effective dates are after the Date of this Agreement.

- b. The terms of the 403(b) Plan shall include the following:
- (1) Participation in the 403(b) Plan shall be mandatory for any teacher actively employed on or after January 1, 2005, who would be entitled to Severance Pay, and also is or will be age 55 or older in the calendar year in which the teacher retires, or, in the case of a retired/rehired teacher, resigns.
 - (2) If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) plan in an amount equal to the total amount that otherwise would be payable to the Participant as severance Pay. The required contribution to the 403(b) Plan shall be made within the timeframe described in paragraph E.5. above regarding the payment of severance pay and shall be made within the timeframe described in paragraph E.6. above; provided however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount that is permitted under the applicable federal income tax law for that year shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. If there are any remaining amounts, those amounts, shall be contributed to the 403(b) Plan, after the first payroll date in January of the following four calendar years, in each such year not to exceed the maximum permitted under the applicable federal income tax law for each year.
 - (3) The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC. 403(b) Plan participants shall be required to complete AIG VALIC enrollment forms; and unless and until a member does so, no contribution of severance pay shall be made to under the 403(b) Plan on behalf of the member.
 - (4) If a teacher retires, is entitled to have a contribution paid to the 403(b) Plan, and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the AIG VALIC contract and then paid by the plan to a Beneficiary of the teacher in accordance with the terms of the AIG VALIC contract.
 - (5) The Plan year of the 403(b) Plan shall be the calendar year starting with January, 2005.
 - (6) In the event that AIG VALIC is not available to provide services under this article, the Board shall attempt to find a reputable company providing a 403(b) contract like the AIG VALIC contract that does not charge any administrative fees. However, if no such

company can be found, any administrative fees shall be borne by the 403(b) Plan participants.

- c. If a teacher is entitled to Severance Pay and is not an eligible participant in the 403(b) Plan, that teacher (i) will continue to be eligible for any and all severance payments payable in accordance with paragraphs E.5. and E.6. of this Section. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.
- d. All contributions to the 403(b) Plan, all deferrals to a TSA and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the NHEA guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA, or check payments made to a teacher.

F. CURRICULAR STUDY WORK

- 1. Teachers who are not department chairpersons involved in a K-6, K-8, or K-12 curriculum assignment that requires more than one (1) after-school meeting a month with staff from other buildings shall be paid at an hourly rate equal to .0007 of the base salary in effect for additional meetings during the month.
- 2. Teachers, team leaders, or chairpersons who are appointed to chair any K-6, K-8, or K-12 curriculum assignment will also be compensated at the approved rate for the time necessary to organize the task, write reports, and present information. Such compensation will be not less than one percent (1%) and shall not exceed two percent (2%) of the base salary in effect.
- 3. Staff involved in summer curriculum development assignments shall be paid on a contractual basis at an hourly rate equal to .0007 of the base salary in effect. Payment for such work is issued after submission of proof of completion.

G. BOARD TAX SHELTERING OF EMPLOYEE'S STRS CONTRIBUTION

- 1. The Treasurer of the Nordonia Hills City School District Board of Education shall contribute to the STRS, in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employee.

2. The total annual salary for each employee shall be the salary otherwise payable under his/her contract. The total annual salary shall be payable by the Board in two parts: (a) deferred salary and (b) cash salary. An employee's deferred salary shall be equal to that percentage of the said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee, and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee, and shall be payable subject to applicable payroll deductions to said employee.
3. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
4. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pick-up." The Board shall report for Federal and Ohio Income Tax purposes as an employee's gross income, said employee's total annual salary less the amount of the "pick-up." The Board shall report for Municipal Income Tax purposes, as an employee's gross income, said employee's total annual salary, including the amount of "pick-up." The Board shall compute Income Tax withholding based upon the gross income as reported to the respective tax authorities.
5. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
6. The "pick-up" shall be a uniform percent for all certified employees and it shall apply to all payroll payments made after the effective date of this provision, and shall not be at the individual employee's option.
7. This provision shall be effective and the "pick-up" shall apply to all payroll payments made after July 1, 1984.
8. The Treasurer is directed to prepare and distribute an addendum to each bargaining unit member's individual contract, which states the following:
 - a. That the bargaining unit member's contract salary is being restated, in accordance with this provision of the Master Agreement, as consisting of: (a) a cash salary component and (b) a "pick-up" component which is equal to the amount of the bargaining unit member's contribution being "picked-up" by the Board on behalf of the bargaining unit member.

- b. That the Board will contribute to STRS an amount equal to the bargaining unit member's required contribution to STRS in the account of each bargaining unit member.
 - c. That all salary and fringe benefits which are indexed to or otherwise determinable by reference to bargaining unit member's rate of pay shall be based upon the member's full salary including both the cash salary component and the "pick-up" component.
9. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this Section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this Section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

H. TUITION REIMBURSEMENT

1. The Board will reimburse certified employees for tuition at State-approved colleges and universities and for other bona fide inservice activities if the Administration requires it of the teacher. If college or university credit is granted, reimbursement may be granted.
2. Studies granting college credit which lead to the direct improvement of knowledge and teaching ability in the teacher's certified field, as stated in his/her contract, shall be reimbursed by the Board in accordance with the following procedure:
3. There shall be an annual total limit on reimbursement of Forty Thousand Dollars (\$40,000) per school year.
4. Teachers are eligible to seek reimbursement for up to Eight Hundred Dollars (\$800.00) in tuition.
 - a. Applications for reimbursement for the preceding school year (September 1-August 31) shall be submitted by October 1 to the Personnel Office and shall include evidence of the expense and an official transcript.
 - b. In the event applications exceed Forty Thousand Dollars (\$40,000) for any year, the total of Forty Thousand Dollars (\$40,000) shall be allocated on an equal per capita basis among teachers who submit timely and complete applications.
 - c. Reimbursement will be made to eligible teachers by November 15. Teachers must be employed by the District and be members of the bargaining unit when courses are taken and at the time of reimbursement. (Exception: Employees who leave the District due to retirement.)

- d. This program shall be suspended for the 2012-13 and 2013-14 school years.
- e. Speech and Language Pathologists (SLPs) will be eligible for reimbursement for costs incurred to attend conferences sponsored by the American Speech-Language Hearing Association (ASHA) and the Ohio Board of Speech Pathology and Audiology where CEUs necessary for their licensure are earned.

I. SUPPLEMENTALS

- 1. No teacher shall be required to accept a supplemental contract as a condition of reemployment except in music and publications, newspaper and yearbook, or for any other supplemental duties conducted during the school day.
- 2. No member of the certified staff shall be required or requested by the Administration to perform the duties, normally associated with the supplemental contracts listed within this Negotiated Contract, without receiving the stipulated pay for such duties.
- 3. The Association President will assign a bargaining unit member to be the "District Advocate" for all nonathletic supplemental positions. The Athletic Director will act as the advocate for all athletic supplemental positions. If a bargaining unit member wishes to substantially alter an existing position or create a new position, the bargaining unit member will petition in writing the appropriate advocate. The advocate will forward to the Association President and the Superintendent a job description for the new or altered position. The Superintendent will have ten (10) days to determine the compensation level if he/she decides to recommend the position to the Board. The Association President will then have ten (10) days to comment upon the compensation level recommended by the Superintendent. The Superintendent's recommendation, along with any comments or recommendations from the Association President will be submitted to the Board which shall make the final decision regarding compensation for the new or substantially altered position. Should the Association not agree with the Board's salary decision, the Association may raise the issue in the next round of negotiations. Should such negotiations produce an agreement which places the salary level of the new or altered position above or below that set by the Board, any such change shall be retroactive to the first date of service in the position by the present staff member. The Administration reserves the right to initiate a new supplemental position at any time. Compensation will be established according to the procedure stated above.

4. All athletic supplemental contracts shall be offered to qualified certificated staff first and then to other individuals only if no certificated staff member has been selected for the position. A certificated staff member shall be deemed "qualified" if he/she has had successful prior coaching or related experience in the same area as determined by the Administration.

The only exception to the above procedure will pertain to the filling of any head coaching position at the high school. In the event of a high school head coaching position opening, the current staff will be considered simultaneously to certified applicants for an open position as posted by the Personnel Office.

All nonathletic supplemental contracts shall be offered to qualified certificated staff first and then to other individuals only if no certificated staff member has been selected for the position. A certificated staff member shall be deemed "qualified" if he/she has had successful prior experience in the same area or similar areas or a special interest in the position as determined by the Administration.

5. All supplemental contracts shall be considered limited contracts.
6. Bargaining unit members will not evaluate other bargaining unit members.
7. Supplemental Salaries

The following supplemental salaries, which shall be the specified percentage of the BS base, shall be paid to those persons who fill the following extracurricular positions:

ATHLETICS – HIGH SCHOOL	0-4 Yrs	5-7 Yrs	8+ Years
Athletic Director Assistant	11%	11.75%	12.5%
Head Volleyball Coach	14%	14.75%	15.5%
Assistant Volleyball, Junior Varsity	11%	11.75%	12.5%
Assistant Volleyball Coach	11%	11.75%	12.5%
Freshmen Volleyball Coach	10%	10.75%	11.5%
Head Cross Country Coach	10%	10.75%	11.5%
Assistant Cross Country Coach	8%	8.75%	9.5%
Head Boys' Soccer Coach	14%	14.75%	15.5%
Assistant Boys' Soccer Coach	11%	11.75%	12.5%
Head Girls' Soccer Coach	14%	14.75%	15.5%
Assistant Girls' Soccer Coach	11%	11.75%	12.5%
Head Football Coach	20%	20.75%	21.5%
Football Assistant, Varsity	15%	15.75%	16.5%
Football Assistant	13%	13.75%	14.5%
Football Assistant	13%	13.75%	14.5%
Football Assistant	13%	13.75%	14.5%

Football Assistant	13%	13.75%	14.5%
Freshmen Football Coach	12%	12.75%	13.5%
Freshmen Football Coach Assistant	10%	10.75%	11.5%
Head Boys' Basketball Coach	18%	18.75%	19.5%
Assistant Boys' Basketball Coach	13%	13.75%	14.5%
Assistant Boys Basketball Coach (JV)	11%	11.75%	12.5%
Assistant Boys' Basketball Coach (Fresh)	10%	10.75%	11.5%
Head Girls' Basketball Coach	18%	18.75%	19.5%
Assistant Girls' Basketball Coach	13%	13.75%	14.5%
Assistant Girls' Basketball Coach (JV)	11%	11.75%	12.5%
Assistant Girls' Basketball Coach (Fresh)	10%	10.75%	11.5%
Head Wrestling Coach	18%	18.75%	19.5%
Assistant Wrestling Coach, Junior Varsity	11%	11.75%	12.5%
Assistant Wrestling Coach	10%	10.75%	11.5%
Assistant Wrestling Coach	10%	10.75%	11.5%
Fall Head Cheerleading Coach	8%	8.75%	9.5%
Fall Assistant Cheerleading Coach (JV)	6%	6.75%	7.5%
Fall Assistant Cheerleading Coach (Fresh)	4%	4.75%	5.5%
Winter Head Cheerleading Coach	8%	8.75%	9.5%
Winter Assistant Cheerleading Coach (JV)	6%	6.75%	7.5%
Winter Assistant Cheerleading Coach (Fresh)	4%	4.75%	5.5%
Head Boy's Bowling Coach	4%	4.75%	5.5%
Head Girls' Bowling Coach	4%	4.75%	5.5%
Head Ice Hockey Coach	14%	14.75%	15.5%
Ice Hockey Assistant Coach	11%	11.75%	12.5%
Ice Hockey Assistant Coach	11%	11.75%	12.5%
Head Baseball Coach	14%	14.75%	15.5%
Assistant Baseball Coach, Varsity	12%	12.75%	13.5%
Assistant Baseball Coach, Junior Varsity	11%	11.75%	12.5%
Assistant Baseball Coach, Junior Varsity	9%	9.75%	10.5%
Assistant Baseball Coach, Freshmen	8%	8.75%	9.5%
Head Softball Coach	14%	14.75%	15.5%
Assistant Softball Coach, Varsity	12%	12.75%	13.5%
Assistant Softball Coach, Junior Varsity	11%	11.75%	12.5%
Assistant Softball Coach, Junior Varsity	9%	9.75%	10.5%

Assistant Softball Coach, Freshmen	8%	8.75%	9.5%
Head Boys' Tennis Coach	10%	10.75%	11.5%
Assistant Boys' Tennis Coach	8%	8.75%	9.5%
Head Girls' Tennis Coach	10%	10.75%	11.5%
Assistant Girls' Tennis Coach	8%	8.75%	9.5%
Head Boys' Golf Coach	10%	10.75%	11.5%
Assistant Boys' Golf Coach	8%	8.75%	9.5%
Head Girls' Golf Coach	10%	10.75%	11.5%
Assistant Girls' Golf Coach	8%	8.75%	9.5%
Spring Head Track Coach	14%	14.75%	15.5%
Winter Track Coach	4%	4.75%	5.5%
Spring Assistant Track Coach	11%	11.75%	12.5%
Spring Assistant Track Coach	11%	11.75%	12.5%
Spring Assistant Track Coach	11%	11.75%	12.5%
Spring Assistant Track Coach	11%	11.75%	12.5%
Spring Assistant Track Coach	11%	11.75%	12.5%
Spring Assistant Track Coach	11%	11.75%	12.5%
Head Swimming Coach	16%	16.75%	17.5%
Assistant Swimming Coach	14%	14.75%	15.5%
Diving Coach	14%	14.75%	15.5%
Polar Knights	4%	4.75%	5.5%
HS Fall Weightlifting	4%	4.75%	5.5%
HS Winter Weightlifting	4%	4.75%	5.5%
HS Spring Weightlifting	4%	4.75%	5.5%
ATHLETICS – MIDDLE SCHOOL			
Athletic Director Assistant	11%	11.75%	12.5%
Head Volleyball Coach	8%	8.75%	9.5%
Assistant Volleyball Coach	7%	7.75%	8.5%
Head Boys' Soccer Coach	8%	8.75%	9.5%
Head Girls' Soccer Coach	8%	8.75%	9.5%
Assistant Soccer Coach	7%	7.75%	8.5%
Head Cross Country Coach	8%	8.75%	9.5%
Assistant Cross Country Coach	7%	7.75%	8.5%
Head Football Coach	10%	10.75%	11.5%
Assistant Football Coach	8%	8.75%	9.5%
Assistant Football Coach	8%	8.75%	9.5%
Assistant Football Coach	8%	8.75%	9.5%
Assistant Football Coach	8%	8.75%	9.5%
Head Boys' Basketball Coach	8%	8.75%	9.5%
Assistant Boys' Basketball Coach	7%	7.75%	8.5%
Head Girls' Basketball Coach	8%	8.75%	9.5%
Assistant Girls' Basketball Coach	7%	7.75%	8.5%
Head Wrestling Coach	8%	8.75%	9.5%
Assistant Wrestling Coach	7%	7.75%	8.5%

Fall Head Cheerleading Coach	3%	3.75%	4.5%
Winter Head Cheerleading Coach	3%	3.75%	4.5%
Spring Head Track Coach	10%	10.75%	11.5%
Assistant Track Coach	8%	8.75%	9.5%
Assistant Track Coach	8%	8.75%	9.5%
Assistant Track Coach	8%	8.75%	9.5%
NONATHLETICS – HIGH SCHOOL			
Instrumental Music Director	18.5%	19.25%	20%
Instrumental Music Assistant	11.5%	12.25%	13%
Choral Director	5%	5.75%	6.5%
Marching Band Assistant	5%	5.75%	6.5%
Bookstore	2%	2.75%	3.5%
Class Advisor 9 th	4%	4.75%	5.5%
Class Advisor 10 th	4%	4.75%	5.5%
Class Advisor 11 th	5%	5.75%	6.5%
Class Advisor 12 th	8%	8.75%	9.5%
Class Advisor 12 th	5%	5.75%	6.5%
Community Intervention	6%	6.75%	7.5%
Science Olympiad	3%	3.75%	4.5%
Computer Club	4%	4.75%	5.5%
Academic Challenge	3%	3.75%	4.5%
Director of Musical	9%	9.75%	10.5%
Auditorium Manager (per play)	3%	3.75%	4.5%
Director of Fall Play	4%	4.75%	5.5%
Publications Advisor (Yearbook)	10%	10.75%	11.5%
Publications Advisor (Newspaper)	5%	5.75%	6.5%
Pep Band	4%	4.75%	5.5%
Pep Club	3%	3.75%	4.5%
National Honor Society	4%	4.75%	5.5%
Show Choir	6%	6.75%	7.5%
Student Council	8%	8.75%	9.5%
Kolours	3%	3.75%	4.5%
Mock Trial	3%	3.75%	4.5%
Technology Advocates	6%	6.75%	7.5%
Senior Internship Program Coordinator	3%	3.75%	4.5%
NONATHLETICS – MIDDLE SCHOOL			
Instrumental Music Director	8%	8.75%	9.5%
7 th grade Choral Director	2.5%	3.25%	4%
8 th grade Choral Director	2.5%	3.25%	4%
Director of Drama	3%	3.75%	4.5%

Science Olympiad	3%	3.75%	4.5%
Spelling Bee	1.5%	2.25%	3%
Newspaper	3%	3.75%	4.5%
Yearbook	3%	3.75%	4.5%
Student Council	5%	5.75%	6.5%
Power of the Pen	3%	3.75%	4.5%
Bookstore	1.5%	2.25%	3%
Content Advocates	6%	6.75%	7.5%
Technology Advocates	6%	6.75%	7.5%
NONATHLETIC – ELEMENTARY			
Student Council	4%	4.75%	5.5%
Safety Patrol	2%	2.75%	3.5%
Art Show	2%	2.75%	3.5%
Lee Eaton Choral Director	2%	2.75%	3.5%
Content Advocates	6%	6.75%	7.5%
Technology Advocates	6%	6.75%	7.5%
NONATHLETIC – K-12			
PE/Art/Music Coordinators	4%	4.75%	5.5%
CAMPS			
Supplemental pay amounts for camps such as, but not limited to, basketball, soccer, and middle school band, shall be fee supported exclusively.			

Supplemental contracts for the position of High School chairperson in a department, foreign language chairpersons (grades 7-12), Middle School/Lee Eaton team leader, or Elementary group leader will be based on an Index of four percent (4%) of BA base salary for that year. For each teacher above three (3) in the department or team, the person shall receive an additional one percent (1%). The chairs of the High School Departments for English, Mathematics, Science, and Social Studies shall receive no more than 10% for such service. Educational Media Coordinator will be based on an index of ten percent (10%) of the BA base salary for that year.

A staff member who is substituting for an administrator as a supervisor for an extra-curricular activity will be paid at the hourly rate equal to .0007 of the base salary in effect.

Guidance Counselor Extended Service Per Year

High School Chair Counselor	-	10 days
High School Counselor	-	7 days
Middle School Counselor	-	7 days
Lee Eaton Counselor	-	7 days
Elementary (K-4) Counselor	-	3 days

8. Additional planning time offered to the teacher of a supplemental contract who is not granting academic credit for the class/activity may be removed at any time. However, additional planning time shall be granted to the chairs of the English, Mathematics, Science and Social Studies departments at the High School.
9. If an employee changes positions within a discipline (i.e., Assistant Soccer Coach becomes Soccer Head Coach or Ninth Grade Class Advisor becomes Tenth Grade Class Advisor), the employee's longevity within that discipline shall continue uninterrupted. Calculation of longevity shall begin with the 2012-13 school year moving forward.

J. PAYROLL DEDUCTIONS

1. Deductions of yearly dues and/or fees shall be authorized for payroll deduction by the teacher.
2. The following Association dues will be deducted monthly, October through July:
 - a. Nordonia Hills Educators' Association (NHEA)
 - b. Ohio Education Association (OEA)
 - c. National Education Association (NEA)
 - d. North Eastern Ohio Education Association (NEOEA)
 - e. FCPE, according to Ohio Revised Code 3599.031.
3. The total amount deducted shall be forwarded monthly to the Association Treasurer for distribution; this will not include a breakdown of the above.
4. In addition, the following shall also be deducted:
 - a. Health insurance, monthly, September -- August
 - b. Annuities, per pay period, September -- August
 - c. Credit Union, per pay period, September -- August

5. All monies deducted for the Credit Union and annuities shall be forwarded no later than three (3) days after the scheduled payday.

K. MILEAGE REIMBURSEMENT

Mileage reimbursement will be allowed staff members assigned to more than one (1) building for interbuilding travel. Mileage reimbursement is also available for preapproved field trips in an employee vehicle, attendance at professional meetings, and preapproved travel within the school community for Home Economics supplies not available from regular Board supply sources. Such reimbursement will be at the rate established by the IRS.

L. COMPUTING SALARIES (PART-TIME)

1. The Board agrees to pay in salary a percentage of the salary that employee would earn under a full-time contract. This percentage will be calculated:
 - a. at the secondary level using the daily instructional assignments of the part-time teacher divided by the daily instructional assignments of a full-time teacher at that building/within that department. The part-time teacher shall be assigned a proportionate amount of non-classroom duties and planning time;
 - b. at the elementary level using a percentage of the 420 minute full time day, provided that no part-time employee shall have less than ten (10) minutes per day of planning time or five (5) minutes per hour, whichever is greater.
2. In addition, the following is agreed upon:
 - a. No current employee suffers a loss if rehired to the same position.
 - b. Full-time positions will not be split to make two (2) part-time positions, unless an agreement is made, i.e., job sharing.

M. RESPONSE TO INTERVENTION (RTI)

Members, including case managers, required to attend IEP and/or RTI meetings outside the school day shall be compensated for time of actual attendance in ¼ hour increments at the base salary rate (Step 0, BS Column). The District will strive to limit the case load of the RTI Case Manager to 2 students but in no event will the case load of the Case Manager exceed 3 students.

ARTICLE 5 – FRINGE BENEFITS

A. TEACHER OPTION

All fringe benefits listed below shall be provided as single or family plan at the option of the employee.

B. DURATION OF FRINGE BENEFITS

Duration of fringe benefits shall extend through August for teachers who leave the District at the end of the school year, unless the teacher chooses to receive total final payment of salary before the above date.

C. HOSPITAL/SURGICAL INSURANCE

1. The Board agrees to pay ninety-four percent (94%) of total premium for single coverage and eighty-eight percent (88%) of total premium for family coverage for such employees. For the 2013-14 school year, the Board agrees to pay ninety-one percent (91%) of the premium for single coverage.
2. The Board agrees to pay a percentage of the total annual premium for single coverage for part-time certificated employees that are under a regular teaching contract. This percentage will equal the percentage calculated when comparing the part-time workday to that described in Article 10, Section C of this Contract. Any cost beyond the maximum will be borne by the employee through payroll deductions. This Section applies to current members only. Bargaining unit members hired after January 1, 1995, must be assigned to work twenty-five (25) hours or more per week in order to participate in the insurance programs.
3. Employees new to the District will pay an initial enrollment fee of Fifteen Dollars (\$15.00). Employees who withdraw from the Insurance Plan and who wish to reenroll may do so during the one (1) enrollment period designated by the Stark County Schools Council of Governments at a cost of Fifty Dollars (\$50.00). In the event of a change in marital status through death, divorce or marriage, or if a spouse becomes unemployed, the enrollment fee for reenrollment shall be waived.
4. Stark County Schools Council of Governments
 - a. The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through COG.

The coverage shall be the standardized COG specifications. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

- b. Any health care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, the Stark County Schools COG or any participating member thereof participating in the Health Care Benefit Program of the Stark County Schools COG, shall not be reduced, modified or eliminated during the term of the Collective Bargaining Agreement without the written approval of the Association.
- c. Amounts required under this Collective Bargaining Agreement to be contributed by the employees for the cost of health insurance shall be determined by the Board as a percentage to the Board's total annual program cost under the agreement regarding the Health Benefits Program of the Stark County Schools COG (Program Agreement). Amounts so contributed by employees shall be deposited by the Board of Education, together with its contribution for such program costs, in the Operating Fund under the Program Agreement. Any amounts on deposit or attributable to the Operating Fund at the end of a fiscal year shall be credited to contributing employees in accordance with the same percentage that is imposed upon them by this Collective Bargaining Agreement. Such credit shall be made no later than April 1 of the succeeding fiscal year. Any contributing employee whose employment ceases during the fiscal year must apply in writing within thirty (30) days from cessation of employment for a refund equal to the amount of his/her individual credit. Said amount shall be payable by the Board no later than sixty (60) days from written application by the contributing employee.
- d. The deductible, co-insurance, and yearly maximum shall apply to hospital surgical/major medical combined.
- e. Preferred Provider Program
 - (1) The parties agree that one (1) or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Schools COG Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

- (2) Participation in any such programs will be voluntary and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.
- (3) The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA Office.
- (4) The duration of this provision shall be from January 1, 1995, and continuing thereafter unless terminated or modified by the representatives outlined in Paragraph c, above.

f. Preferred Provider – Prescription Drugs

The Board shall provide, through the Stark County Schools COG, a Preferred Provider Drug Program that, if the employee chooses to utilize, will include the following:

- (1) The program will be available to employees and their dependents who have “primary” coverage under the District’s insurance.
- (2) The employee will pay the twenty percent (20%) co-payment to the provider and the remaining eighty percent (80%) will be direct-billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee’s twenty percent (20%) co-payment.
- (3) The deductible will be waived.
- (4) The list of covered expenses shall be agreed upon by the Stark County Office and a Consultant representative of the Five County UniServ Office.
- (5) The duration of this provision shall be from January 1, 1995, and thereafter, as agreed to by representatives of the Stark County Schools COG and a Consultant representative of the Five County UniServ Office.

g. Well Baby Care: \$1,000.00

h. Diabetic Management Program: Will be part of all PPO programs.

i. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in the ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

j. Specifications – PPO:

Maximum Benefits	Unlimited
Deductible	\$100.00/Individual; \$200.00/Family
Accumulation Period	Calendar Year
Co-Insurance Provision	<u>In System</u> 90% by the insurance carrier and 10% by the patient, up to a yearly maximum out-of-pocket of \$500.00 per individual or \$1,000.00 for two (2) or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.
	<u>Out-of-System</u> 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000.00 per individual or \$2,000.00 for two (2) or more family members.

Preventative – Routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy – Shall be covered under the terms contained in the benefit booklet.

Dependent Coverage – Unmarried dependent children from birth to age nineteen (19) [to age twenty-six (26) if full-time student], provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue Service dependent guideline.

Pre-Admission Certification – Under the Pre-Admission Certification/Concurrent Review Program, the doctor’s recommendation for nonemergency hospitalization is reviewed and “pre-certified” before the individual is admitted to the hospital. Any elective nonemergency hospital stay (including maternity admissions) must be pre-certified.

Failure to follow the pre-admission procedure may result in the patient paying the first Two Hundred Dollars (\$200.00) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

k. The Stark County Schools COG has made the following changes in the “Agreement Regarding Health Benefits Programs.”

(1) Page 3: “Reserve Amount” means the amount which each participating member must appropriate so as to have available monies no less than twenty percent (20%) nor more than thirty percent (30%) of claims paid for the preceding twelve (12) month period that would not be covered by aggregate stop-loss insurance coverage.

However, the “Reserve Amount” may deviate from the above-listed percentages upon written mutual agreement of the Stark County Superintendent and a Consultant representative of the Five County UniServ Office.

(2) Page 10, Section 8, 6th Line: Add “aggregate” to stop-loss insurance coverage.

l. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a Health Maintenance Organization (HMO) pursuant to Chapter 1742 of the Ohio Revised Code.

m. If agreement is reached by the Stark County Schools COG and the UniServ Office on common specifications not already contained in this Master Agreement, for the COG member districts, such specifications will become amendments to this Master Agreement upon agreement of the Association President and the Superintendent.

D. GROUP TERM LIFE INSURANCE

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of Thirty-Five Thousand Dollars (\$35,000) for every teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in Five Thousand Dollar (\$5,000) increments up to a maximum of Fifty Thousand Dollars (\$50,000) coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

E. COMPREHENSIVE DENTAL INSURANCE

1. The Board shall purchase, through a carrier licensed by the State of Ohio, employee and family dental insurance equal to or exceeding the specifications listed below.
2. The Board agrees to pay one hundred percent (100%) of the monthly premium for single coverage and sixty percent (60%) of the additional monthly premium for dependent coverage.

There will be an open enrollment period for dependent dental coverage.

Specifications

a.	Maximum Benefits/Covered Person Class I, II, or III	\$2,500.00/person per year
b.	Deductible – Individual	\$25.00 Per Year
c.	Deductible – Family	\$75.00 Per Year
d.	Co-Insurance Amounts	
	1. Class I – Prevention	100% UCR (No Deductible)
	2. Class II – Basic	80% UCR
	3. Class III – Major	80% UCR
	4. Class IV – Orthodontia	60% UCR
	Lifetime Maximum for Orthodontia	\$1,200.00 Per Individual

F. VISION BENEFIT PLAN INSURANCE

1. The Board will purchase, through a carrier licensed by the State of Ohio, a Vision Benefit Plan which meets or exceeds the URC Schedule of Benefits listed below.
2. The Board agrees to pay the cost of the monthly premium for single coverage less a One Dollar (\$1.00) contribution by the employee and the cost of the monthly premium for family coverage less a Two Dollar (\$2.00) contribution for those full-time employees requesting the respective coverages.
3. The Board agrees to pay a percentage of the total premium for single coverage for part-time certificated employees who are under a regular teaching contract. This percentage will equal the percentage calculated when comparing the part-time workday to that described in Article 10, Section C herein. Any cost beyond the maximum will be borne by the employee through payroll deduction.

Specifications

1. Eye Examinations – One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.
2. Lenses – One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

	<u>Per Lens</u>	<u>Per Pair</u>
Single Vision	\$20	\$40
Bifocals	\$30	\$60
Trifocals	\$40	\$80
Lenticular	\$100	\$200
Contact Lenses (cosmetic)	\$35	\$70
Contact Lenses (medically necessary)	\$200	\$400

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

3. The allowance for medically necessary contact lenses will be paid only if:
 - a. The lenses are necessary following cataract surgery;
 - b. Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
 - c. The lenses are necessary for the treatment of anisometropia or keratoconus.
4. Frames – One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

1. Services for which vision care coverage does not provide benefits include:
 - a. Sunglasses, whether or not requiring a prescription.
 - b. Drugs or medications.
 - c. Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
 - d. Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
 - e. Orthoptics or vision training.
 - f. Aniseikonic lenses.
 - g. Coated lenses.
2. Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
3. Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

G. IRS SECTION 125 PLAN

Tax sheltering of the individual's contribution for health costs shall be implemented under IRS Section 125, upon agreement of the Superintendent and the Association President.

H. MEDICAL INFORMATION

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared with the chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OEA Labor Relations Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the chairperson and the designated OEA Labor Relations Consultant.

I. INSURANCE COMMITTEE

The parties agree to form an insurance committee during the 2012-13 school year. The committee will be comprised of six (6) persons, two (2) appointed by the Superintendent, two (2) appointed by the Association President, and two (2) appointed by the OAPSE President. The goal of the committee will be to study the insurance program and to recommend changes to the plan design and plan carrier and to recommend changes which improve the effectiveness and efficiency of the District insurance coverages.

ARTICLE 6 – LEAVES

A. ASSAULT LEAVE

1. The Board will provide up to a maximum of thirty (30) school days' Assault Leave to a certified employee who is absent due to a physical disability resulting from an assault by a person(s) other than a certified staff member of the District, which occurs in the course of a certified employee's Board employment. The certified employee will be maintained on full pay status during the period of such absence [up to a maximum of thirty (30) school days] under the following provisions:
 - a. The certified employee who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify use of the leave.
 - b. Medical attention is required and a certificate from a licensed physician stating the nature of the disability and its duration shall be provided before Assault Leave can be approved for payment.
 - c. Application is filed within fifteen (15) school days of the alleged assault or, if hospitalized, within five (5) school days after release.

2. Falsification of either a written, signed statement or a physician's certificate may be grounds for suspension or termination of employment under O.R.C. 3319.16.
3. Assault Leaves granted under these regulations shall not be charged under Sick Leave earned or earnable under O.R.C. 3319.141, or leave granted under regulations adopted by the Board pursuant to O.R.C. 3319.08.
4. If the certified employee is physically disabled by the assault for longer than thirty (30) school days, additional absence will be charged to the employee's accumulated Sick Leave or Workers' Compensation, whichever is applicable.
5. Any exception to the above must be recommended by the Superintendent and approved by the Board.

B. JURY DUTY LEAVE

1. Each certified employee shall receive leave to the extent needed for jury duty service.
2. When an employee is required to serve jury duty, the Board will pay the employee his/her regular compensation. The employee must provide proof of the date and time served. Any reimbursement received from the court for expenses associated with jury duty shall be retained by the employee.

C. MILITARY LEAVE

1. A certified employee who is called or ordered to active duty in the uniformed services shall be granted a leave of absence from his/her respective duties and shall receive compensation from the Board in accordance with State and Federal Law.
2. A teacher upon discharge from such service, with any type of discharge other than dishonorable, shall be reemployed following such leave if application is made in writing within ninety (90) days of discharge from active duty. Reemployment shall be under the same type of contract as was formerly held and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the beginning of the next semester.
3. A teacher who will need to be absent during the summer term because of military responsibilities shall be ineligible to fill summer school vacancies.

D. PARENTAL/PREGNANCY LEAVE

1. Pregnancy Leave

- a. Any teacher who becomes pregnant following her employment by the Board will notify the Assistant Superintendent in writing of her pregnancy and the anticipated delivery date by the end of the first trimester. At that time, she shall indicate the anticipated date of the requested Pregnancy Leave. The teacher will have the right to request a meeting with the Treasurer or his/her designee regarding the financial implications pertinent to the leave.
- b. If her condition requires, a pregnant teacher may use accumulated paid Sick Leave for: (a) disabilities resulting from her pregnancy and (b) for her period of confinement. The Superintendent may require the teacher to supply a written statement from her doctor substantiating that a disability exists.

For purposes of this Section, "period of confinement" shall not exceed more than eight (8) weeks subsequent to delivery without certification by the attending physician that such additional time is necessary.

- c. If a pregnant teacher prefers not to use accumulated paid Sick Leave or exhausts her accumulated Sick Leave credit, the teacher may apply for Parental Leave, if qualified.

2. Parental Leave

- a. A teacher with one (1) year of service in the District, who is pregnant or adopting a child seventeen (17) years of age or under, may use one of the following long-term leave provisions:
 - (1) If the teacher's child is born prior to November 1 in the school year, the teacher shall have the remainder of the school year as leave without pay; or
 - (2) If the teacher's child is born after November 1 in the school year, the teacher shall have the remainder of that school year, as well as the following year, as leave without pay.
- b. Prior to March 31 of the school year, the teacher shall indicate his/her intent to return to work from a long-term leave.
- c. A teacher on long-term Parental Leave may not come back to work at any time other than at the beginning of the school year, unless a mutually acceptable date of return is established after a conference with the Superintendent.

- d. Individuals on long-term Parental Leave may continue group insurance coverages available through the Board by reimbursing the Board for premium costs. Failure to forward premium payments to the Board at the stipulated times will terminate this option.
- e. Upon return from approved leave, the teacher shall be entitled to reinstatement to the same position which he/she held prior to Parental Leave or to a comparable position for which the teacher holds valid, unexpired certification. A teacher returning from leave shall not be entitled to advancement on the salary schedule for the period of absence, gain seniority while on leave, nor shall any Sick Leave accrue during the time the teacher is on a long-term Parental Leave.
- f. A Parental Leave of Absence will not exempt a teacher from decisions regarding staff reductions and/or teacher appraisal.
- g. A teacher who is adopting a child seventeen (17) years of age or under will be entitled to four weeks of sick leave which do not need to be scheduled consecutively.

E. PERSONAL LEAVE

Each certified employee may be granted up to three (3) days of paid Personal Leave each contract year. Personal days may be taken in only one-half or full day increments. Unused days are nonaccumulative, except as provided in paragraph 6 of this Section.

- 1. Three (3) days of paid Personal Leave may be taken without reasons under the following conditions:
- 2. Request must be filed on AESOP at least five (5) days prior to the date of the leave. Unplanned emergency situations that require immediate action, which have the verbal approval of the Immediate Supervisor, will be approved by the Assistant Superintendent after the absence.

Exceptions may be approved by the Assistant Superintendent in the event of an emergency or where the reason for the leave arises less than 5 days before the leave is needed, for example, attendance at a funeral. In such event the teacher shall submit the request as early as possible.

- 3. Personal days may not be used for any Association strike activity.
- 4. Personal days may be limited to ten percent (10%) of the building staff and may not be used the day preceding or day following the winter or spring breaks, legal holidays, comp days, during the first two (2) weeks of the school year, the last two (2) student days of the year, state-wide testing days, actual parent-teacher conference time, or on Mondays or Fridays during the months of May and June

except on days when students are not in attendance, provided the teacher and Building Principal have made arrangements for completion of close-out activities.

5. If a teacher needs to use a personal day on one of the days where leave is not allowed under paragraph 4 above, she/he may apply to the Superintendent or designee and shall specify why she/he needs to use such a personal leave day. Approval shall not be unreasonably withheld.
6. On June 30 of each year, teacher's unused Personal Leave shall be added to the employee's accumulated total of unused Sick Leave days.

F. ASSOCIATION LEAVE

1. The Association President or designee may be granted a total of four (4) days with pay for Association business as needed with prior notification and agreement with Building Principal. These days may also be used for attendance at conventions and Association conferences, provided ten (10) days prior notice is given to the Superintendent. Expenses for such conferences and conventions will not be covered by the Board.
2. The NHEA President or Grievance Chair, as well as other Association members whose presence is required as a witness in the proceeding, shall be granted release time without loss of pay or Personal Leave to participate in arbitration hearings and SERB hearings.

G. PROFESSIONAL LEAVE

1. Teachers, after three (3) years of successful service in the District, may be granted a professional leave of absence without pay, for study, following a recognized and approved plan for professional growth or a recognized emergency situation. Such professional leave may be granted for one (1) or two (2) years. Leaves of absence to do such governmental volunteer work as the Peace Corps, Teachers' Corp, or VISTA may be for two (2) years.
2. Upon approval of such Professional Leave, the teacher guarantees his/her return to the District for at least one (1) year. The teacher will be returned to a position in the District with no loss of seniority, teaching credit for salary and retirement purposes, training and increment categories that he/she had when departing on the leave of absence.
3. The time spent while on such leave shall be evaluated upon his/her return for purposes of teaching credit or training or salary purposes.
4. Exchange teachers under such programs as Fulbright-Hayes shall fall under this category.

5. By assuming full responsibility for meeting all premium costs, the teacher on leave may exercise the option to continue to be covered by all fringe benefits. Failure to forward premium payments to the Board at the stipulated times will terminate the option.

H. SABBATICAL LEAVE

1. A teacher who has completed five (5) years of teaching in the District may be permitted, upon presentation of an acceptable plan relating to professional growth, to take up to one (1) year of Sabbatical Leave. Two percent (2%) of the professional staff shall be considered eligible for Sabbatical Leave during each school year and conflicts when more than this number are requested shall be determined on the basis of seniority. The teacher must promise to return to the District for one (1) year after the completion of the sabbatical leave, or repay all monies granted to him/her by the Board as per an executed promissory note.
2. The Board will pay to the teacher on leave an amount that is equal to the difference between his/her salary ("salary" is the amount that would have been paid if teacher had returned for his/her regular assignment) and the base salary at the BA level. Pay procedures to employees on Sabbatical Leave shall be arranged through the Treasurer's Office and approved by the Superintendent.
3. While the teacher is on Sabbatical Leave, the Board shall continue to provide all fringe benefits in the same manner as provided to all teachers.

I. SICK LEAVE

1. In accordance with O.R.C. 3319.141, each full-time certified employee shall earn up to fifteen (15) days of Sick Leave per school year. Sick Leave shall accumulate at the rate of one and one-fourth (1¼) days for each complete month of service. The accumulation of unused Sick Leave shall be two hundred sixty (260) days. Sick Leave for each part-time certified employee shall accumulate as provided in the O.R.C.. Sick leave days may be taken in only one-half or full day increments.
2. New employees shall receive credit for Sick Leave days accumulated in any elementary or secondary school chartered by the State Department of Education in Ohio, including licensed parochial schools or similar institution, or public agencies in Ohio. It will be the responsibility of the new employee to supply the Board Treasurer with the address of his/her former employer to secure a certified record of the accumulated Sick Leave from the former employer.

3. Ten (10) days of Sick Leave will be advanced to new employees who have not yet earned Sick Leave. Teachers who have one (1) or more years service in the District who have exhausted their accumulated Sick Leave shall be advanced Sick Leave which shall equal, but not exceed in total, the amount the employee would earn during the remaining school year in which it is granted. Deductions for sickness in excess of accumulated Sick Leave will be made from the pay period following the absence or from the employee's final check of that contract year.
4. Sick Leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. As used in this Section, "immediate family" shall be defined as spouse, children, parents, brothers, sisters, mother- and father-in-law, son- and daughter-in-law, grandparents, others residing in the home of the teacher, or immediate dependents who may be approved by the Superintendent.
5. Sick Leave may be used for:
 - a. Such time as is needed, not to exceed three (3) days for each such occasion, in the event of death of a teacher's brother-in-law, sister-in-law, uncle, aunt, niece, or nephew. Additional days may be granted by the Superintendent or his/her designee.
 - b. Such time as is needed, not to exceed five (5) days for each occasion, in the event of critical illness or death of a grandchild. Additional days may be granted by the Superintendent or his/her designee.

J. CATASTROPHIC ILLNESS PROCEDURE

1. If a member of the bargaining unit is not eligible for STRS disability and is currently absent for thirty (30) consecutive days or more due to a catastrophic or long-term illness or accident of the teacher, his/her spouse, or minor child, and has exhausted all of his/her accumulated Sick Leave, another bargaining unit member who is on the same or higher step (dollar amount) on the salary schedule may donate up to five (5) days of his/her accumulated Sick Leave to the absent teacher.
2. No teacher may receive more than an aggregate of the days remaining in the contract year that the illness first occurs.
3. At least one (1) pay period prior to loss of his/her Sick Leave, the Payroll Office will notify the employee of the date his/her Sick Leave is exhausted. A copy of the notice will be sent to the Association President and Personnel Office.
4. Donation of Sick Leave days shall be initiated by a teacher on a form (see Appendix B) furnished by the Treasurer, no later than the pay period within which the Sick Leave of the absent teacher is exhausted.

5. Teachers qualifying under this Section will continue to receive benefits during the contract year.
6. Teachers qualifying under this Section will continue to receive their salary during the contract year. "Salary" is defined as gross wages.
7. It is recognized by the parties that in the event that State/Federal regulations are adopted, the Association has the right to adopt the higher standard.

K. OTHER LEAVES

Unless otherwise provided for in this Collective Bargaining Agreement, no leave shall be taken without express written approval of the Superintendent or his/her designee. Such requests shall be submitted to the Personnel Office.

L. FAMILY AND MEDICAL LEAVE

1. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Master Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Master Agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing his/her rights under the Act as provided by law.
2. Leave Provisions
 - a. Each employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year for a serious health condition of the employee, spouse, child or parent of the employee, for the birth of a child or placement for adoption/foster care with the employee of a child, or for a qualifying exigency arising from the fact that the employee's spouse, child or parent is a covered military member on active duty or call to active duty status. Each employee is entitled to and shall be granted upon request up to twenty-six (26) weeks of unpaid leave per year if the employee's spouse, child, parent, or next of kin is a service member with a serious injury or illness. Where the Board employs both husband and wife, the total amount of FMLA leave is twelve (12) weeks for the couple for the birth or placement of a child. In the event a teacher has taken paid Sick Leave for any of the circumstances for which he/she has applied for and received an unpaid leave of absence, the period of Sick Leave absence shall be deducted from the twelve (12) week annual period for continuation, at Board expense, of health benefits during the otherwise unpaid leave of absence.

- b. Any leave beyond twelve (12) weeks in a year for any of the above listed purposes may be granted pursuant to the other leave provisions of this Master Agreement.
- c. Eligible employees may choose to substitute paid or unpaid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this Article.
- d. The employee shall give the Board thirty (30) days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify Family Leave.
- e. When medically necessary, an employee may take intermittent FMLA leave or a reduced work schedule to care for a spouse, child or parent who has a serious health condition, or if the teacher has a serious health condition. The teacher shall make reasonable efforts to schedule treatment so as to not unduly disrupt the regular operations of the Board.
- f. In connection with any such leave, the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion conflicts with the first, the Board may require, at Board expense, that the teacher obtain the opinion of a third health care provider, who shall be mutually agreed upon by the employee and the Board. That third health care provider's opinion shall be final and binding regarding the teacher's eligibility for a FMLA leave.
- g. Protection of Employment
 - (1) The Board shall return the employee taking a leave under this Article to the same or equivalent position he/she occupied prior to the leave.
 - (2) The taking of a leave under this Article shall not result in the loss of any employment benefits accrued prior to the date the leave commenced. These benefits include Sick Leave, Personal Leave, Professional Leave, and vacation.
- h. Insurance Continuation

The Board shall continue Board payment towards the cost of such health insurance coverage at the level established under Article 5 to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this Article. Eligibility for continuation, at Board expense, of health insurance benefits is available only following completion for one (1) full school year of employment.

i. Year

For purposes of Family Leave benefits, “year” shall be defined as the rolling 12-month period measured from the date an eligible employee starts any qualifying FMLA leave.

j. Forms

Forms with respect to FMLA leave are those provided by the Department of Labor.

ARTICLE 7 – JOB DESCRIPTIONS

A. **HIGH SCHOOL DEPARTMENT CHAIRPERSONS**

1. “Department chairperson” shall be defined as a leader of a group of teachers at the High School. They shall fulfill these duties as directed by the Administration:
 - a. Schedule and preside at meetings of the department.
 - b. Maintain departmental records which shall include inventories and material requisitions.
 - c. Aid in class scheduling and assignment within the department.
 - d. Form committees to review/select texts and supplemental materials.
 - e. Work with the Building Principal to resolve departmental problems.
 - f. Form committees to prepare, evaluate and revise courses of study.
 - g. Participate in new teacher interviews and make recommendations.
 - h. Review facilities with department members to make recommendations for improvements.
 - i. Participate at intra-school and inter-school meetings as scheduled by the Administration.
 - j. Chairpersons should not be assigned extra duty (i.e. hall duty, etc.) on a permanent basis. All time needed by the chairperson to competently carry out his/her professional responsibilities as outlined.

- k. These duties shall be brought to the attention of all teachers during the opening days of the school year.

Department chairpersons shall fulfill all other duties as assigned by the Building Principal.

2. Criteria for the Appointment and Selection of New Chairpersons

- a. A department shall be recognized as such when it reaches the size of three (3) full-time teachers. A chairperson shall be appointed for a new department.
- b. After a conference with each member of the department, the chairperson shall be recommended by the head administrator in that building. Vacant positions shall be filled as soon as possible.

3. Remuneration

See Article 4, Section I.

B. COUNSELING SERVICES

1. Counselors will fulfill these duties as directed by their Administration:

- a. Counselors shall not be placed in a position where they must handle punitive discipline.
- b. Counselors shall be permitted to leave the building for professional reasons or responsibilities such as: meetings with parents, social agencies, juvenile authorities, meetings in other schools in the District, etc.
- c. Counselor's assignments require contact with students; therefore, it is expected that a counselor would remain beyond dismissal time to fulfill a normal day's work.

Counselors shall fulfill all other duties as assigned by the Building Principal.

2. Attendance at Professional Meetings

Counselors will be authorized to attend meetings upon the recommendation of the Building Principal and authorized by the Superintendent.

3. Remuneration

See Article 4, Section I.

C. ELEMENTARY GROUP LEADERS AND MIDDLE SCHOOL/LEE EATON TEAM LEADERS

An “Elementary Group Leader” or “Middle School/Lee Eaton Team Leader” shall be defined as the leader of a group/team of teachers who are engaged in a curriculum project or organizational pattern that requires close cooperation among the participants with regularly scheduled meetings. NHEA bargaining unit members shall not be requested nor assigned to serve as teacher-in-charge or any like capacity in the absence of the Principal. They shall fulfill the following duties and other related duties as agreed to with the Building Principal:

1. Coordinate the development of specific goals and objectives of the group/team and lead the group/team to accomplish the goals.
2. Arrange and conduct group/team meetings at least twice per month.
 - a. Disseminate information:
 - (1) Student information
 - (2) Building information, etc.
 - b. Share and develop student interventions and goals.
 - c. Cooperatively set group/team goals.
3. Coordinate communication with parents:
 - a. Open House
 - b. Newsletters
 - c. PTA
4. Coordinate group/team activities and responsibilities:
 - a. Field trips
 - b. Classroom rules
5. Establish a rotational schedule of cooperatively determined duties.
6. Assist in the orientation of new staff members.

7. Participate in meetings with the Principal, usually monthly, but more often if necessary.
 - a. Serve as liaison between teachers and Principal.
 - b. Manage the group/team calendar.
 - c. Assist with the ordering, budgeting, and inventory of supplies and materials.
8. Coordinate the evaluation of the program and its success in accomplishing its goals.
9. Groups/teams shall be developed when requested by teachers and/or Administrators, and approved by the Superintendent or his/her Assistant.
10. Issue meeting and activity notices.
11. Middle School Team Leaders and other bargaining unit members shall not be assigned the duties assigned previously to Middle School Department Managers.

D. ATOD/V (ALCOHOL, TOBACCO, OTHER DRUGS/VIOLENCE) PREVENTION AND INTERVENTION PROGRAM COORDINATOR

1. This position has been a position occupied by a bargaining unit member in the past.
2. The position remains in the bargaining unit unless there is mutual agreement to remove it. However, the Board may fill the position with the current nonteaching employee who will be employed under a nonteaching contract.
3. The position shall be paid on the teachers' salary schedule. Credit for years of service will be consistent with the Collective Bargaining Agreement and applicable law for advancement on a teachers' salary schedule.
4. Any person who does not possess a teaching certificate and is employed in the position shall be paid the BA-0 salary. A person employed in that position who does not possess a teaching certificate but has a Master's Degree will be paid at the MA-0 level. A person employed in that position who does not possess a teaching certificate but has a Ph.D. will be paid at the Ph.D. level, up to a maximum of Step 6. Base salary increases will determine wage increases.
5. The position shall require that the employee in the position possess the appropriate certification in the area of ATOD/V Prevention and Intervention Programming.

6. In the event of a vacancy in the position and if the vacancy is filled, the procedures found in the Collective Bargaining Agreement between the parties relating to the filling of vacancies in the bargaining unit shall be followed if the vacancy is to be filled. A bargaining unit member who applies for the position and possesses the necessary certification shall be awarded the position.
7. Notwithstanding any of the provisions of the Collective Bargaining Agreement, this agreement shall affect only the position of ATOD/V Prevention and Intervention Program Coordinator.

ARTICLE 8 – VACANCIES AND REASSIGNMENTS

A. POSTING VACANCIES

1. Definition of Vacancy

A “vacancy” shall be defined as:

- a. Death of a bargaining unit member;
- b. Retirement of a bargaining unit member;
- c. Resignation of a bargaining unit member;
- d. Extended leave of absence (for a full school year) of a bargaining unit member;
- e. Creation or restoration of a bargaining unit position subject to recall provisions);
- f. Nonrenewal of a bargaining unit member’s contract;
- g. Termination of a bargaining unit member’s employment;
- h. Transfer or promotion of a bargaining unit member; or
- i. Expansion of a part-time bargaining unit position to a full-time position.

The Administration shall have the right to transfer staff within a building prior to posting a vacancy.

2. When openings occur in an elementary building, the Principal will announce the opening to staff in the building for voluntary transfer. The assignment will then be made from the volunteers. He/She will then forward remaining openings to the Personnel/Assistant Superintendent who will post the job and open opportunities for voluntary transfers to that position from any building. District Kindergarten teachers will be an exception to this policy and will retain their Kindergarten assignment regardless of building.
3. During the school year, prior to a position being filled, a seven (7) working day notice will be e-mailed to all staff and will be posted at a designated location within each building announcing any instructional vacancy and/or supplemental positions. For informational purposes, the posting shall include the grade level and building of vacancy. A copy of these notices will also be sent to the

Association President and the Building Representatives prior to sending notices outside the District. It is the Association's responsibility to submit to the Personnel Office, a list of Building Representatives.

4. After dismissal for summer recess and during winter break, a copy of the notice of openings will be e-mailed to all staff and will always be posted in the Board Office for seven (7) weekdays, always be sent to the Association President, and available online to all licensed staff.
5. If a part-time employee's position becomes a full-time position, that new full-time position will be posted.

B. VOLUNTARY TRANSFER

1. Teachers may request change of assignment in accordance with this Negotiated Contract. Changes of assignment requests shall refer to the following:
 - a. Change of building
 - b. Newly created positions within the District
 - c. Change of grade level
 - d. Change of subject area
2. During the school term, voluntary transfers may be initiated by members of the instructional staff and shall be according to the following guidelines:
 - a. Completion of a written request form issued by the Personnel Office at the conclusion of the first semester. (See Appendix C)
 - b. A transfer request shall be considered an application and remain active until it is withdrawn by the initiating party, or until the next September 1.
 - c. The requesting party shall receive a written confirmation receipt of his/her transfer request.

C. INVOLUNTARY REASSIGNMENT

1. The following guidelines shall be observed in making an involuntary reassignment:
 - a. No vacancy will be filled by means of a reassignment or outside hire without first considering a properly certified volunteer available to fill such position. Such decisions will not be made on an arbitrary, capricious, or discriminatory basis.

- b. Tentative teaching schedules will be made available to staff by the end of the school year. Notification of reassignments will be made as soon as possible, but no later than July 10 except in the case of unforeseen emergencies such as late vacancies, classroom course enrollment, or problems with data processing equipment/systems.
- c. When an involuntary reassignment is necessary, a teacher's area of certification and length of service in the District shall be considered when determining who will be reassigned. The District will move the belongings and materials of bargaining unit members who are involuntarily reassigned.
- d. If said involuntary reassignment is from building to building, the reassignment will be made only after an opportunity for a meeting between those involved and the Superintendent or his/her designee. Those involved will have at least forty-eight (48) hours' notice of the opportunity for a meeting and the subject to be discussed. The teacher may, at his/her option, have a representative of the Association present at such a meeting.

If the involuntary reassignment is at the building level, reassignment will be made only after an opportunity for a meeting between those involved and the Building Principal and/or the Superintendent.

- e. Before the involuntary reassignment occurs, a list of posted positions in the District will be made available to all teachers being reassigned. Such teachers may request the positions, in order of preference, to which they desire to be reassigned. Every effort will be made by the Administration to honor that assignee's first choice of assignment.
- f. A teacher being involuntarily reassigned will be placed in a position which involves no reduction in rank or in total compensation and/or impairment of seniority.
- g. No teacher in K-4 core subjects shall be involuntarily reassigned two (2) consecutive years. No teacher shall be involuntarily transferred mid year unless such transfers are the result of a reduction in force.

D. PROMOTION

Teachers regularly employed as part-time classroom teachers who apply will be considered for full-time vacancies (or vacancies offering work which provides greater employment time than their existing position).

ARTICLE 9 – REDUCTION IN FORCE

A. If the Board determines it necessary to reduce the number of bargaining unit positions under O.R.C. 3319.17, or for budgetary considerations, the following procedures shall apply:

1. No teacher shall have his/her continuing or limited contract suspended during the term of the normal school year when such reductions are the result of decreased enrollment.

2. Attrition

The number of persons affected by a Reduction In Force (RIF) will be kept to a minimum by not employing replacements, insofar as practicable, for employees who retire or resign or whose limited contracts are not renewed.

3. Reduction Other than by Attrition

To the extent that reductions are not achieved through attrition, or whose limited contracts are not renewed for reasons unrelated to a planned RIF, reductions will be achieved by suspension of teaching contracts. "Suspensions" shall mean that a teacher/tutor shall be placed in an inactive state of employment from an active state of employment. In suspending contracts of teachers/tutors within each teaching field affected by the RIF, preference shall be given to teachers holding continuing contracts with greater seniority and certification/licensure as defined herein. Layoff of tutors shall follow the same priorities.

a. Seniority

For the purpose of the suspension of contracts under this Section, seniority shall be determined as follows:

(1) Names of all certified/licensed teachers on continuing contracts in the District shall appear in order of seniority on a single list which shows each of his/her areas of certification/licensure. The names of those teachers on limited contracts in the District shall follow those on continuing contract and shall appear in order of seniority which shows each of his/her areas of certification/licensure area(s). A separate seniority list shall be developed and maintained for tutors in accordance with the foregoing standards.

(2) Seniority shall be determined by length of continuous service in the District. Continuous service will commence with the first day of active employment in the school year in which the employee is hired.

- (3) Among those with same length of continuous service, seniority shall be determined by:
 - (a) The date of the Board meeting at which the teacher was hired.
 - (b) If the tie still remains, the Superintendent shall make final determination by who will be affected. The decision will be based upon the documentation of teacher performance, conferences with those involved and, in his/her judgment, the best interest of the pupils of the District.

Length of continuous service will not be interrupted or affected by authorized leaves of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from his/her date of return. Teachers with continuing contract status shall have seniority greater than limited contract teachers. Teachers with continuing contract status shall have their seniority determined in accordance with the procedures stated above.

b. Availability of Lists

No later than April 1 of each year, the Association President shall receive in writing:

- (1) The list of the positions in each teaching field affected by the reduction in teachers.
- (2) The seniority lists for all teachers as defined in Section 3.a., above.
- (3) The lists of teachers whose contracts are to be suspended in each teaching field affected. This list shall constitute the RIF list.

c. Notification of Teachers

Any teacher whose contract may be suspended as a result of the reduction in teachers shall be notified in writing, by the Superintendent or his/her designee, of his/her possible suspension and the reason by April 30. Until the Board takes action, the employee has reasonable assurance of reemployment for the following school year. The Board will aid the teacher in recovering any unemployment benefits retroactive to the date of the teacher's first application for said benefits.

d. Recall

- (1) The seniority lists (Elementary, Secondary, and tutors) shall be separate and distinct.
- (2) No new teacher shall be employed by the Board while there are teachers on the RIF list who are or become certified for any vacancy.
- (3) An Elementary certified/licensed teacher will be offered an open position for one (1) year in K-6 Art, K-6 Music, K-6 Physical Education, and Grades 7-8 academic areas if no teacher is on these RIF lists. A teacher's refusal to accept one (1) of these positions will not result in his/her removal from the recall list.
- (4) Teachers on the RIF list shall be returned to active employment to fill vacancies for which they are certified/licensed, in order of seniority, at the time of their suspension.
- (5) In the event that a vacancy(ies) 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.
- (6) If a teacher fails to accept active full-time employment status within fifteen (15) calendar days from the date said notification was delivered, said teacher shall be considered to have declined said offer, and shall be removed from the RIF list.
- (7) A teacher on the RIF list shall, upon acceptance of notification to resume active employment status, return to active employment status with the same seniority, accumulation of Sick Leave, and salary schedule placement as said teacher had at the time the contract was suspended.
- (8) Teachers shall remain on RIF list for a period of sixteen (16) months if on a limited contract or sixty (60) months if on continuing contract from the last day of active employment by the District.
- (9) If a teacher is offered a position that is less than full-time, and chooses to decline the offer, he/she will remain on the recall list according to paragraph (8) above.

e. Involuntary Transfers Resulting from RIF

Involuntary transfers due to the use of seniority lists outlined in Section A.3.b.(1), above, shall be handled in the following manner:

- (1) Any teacher forced to move from building to building or from certification area to certification area as a result of the application of the RIF policy shall be considered as an involuntary transfer.
- (2) On or before July 6, the Board shall make available to every teacher to be involuntarily transferred, a list of all positions to be filled by an involuntarily transferred teacher or teachers from the RIF list as of that date. Teachers to be involuntarily transferred shall choose from among these openings based on the position of their name on the seniority list as described in Article 9, Section A.3.b.(2), above.
- (3) A teacher with secondary or specialist certification will be offered an open position for one (1) year in Art, Physical Education, Music, and Grades 7-8 academic areas via involuntary transfer as it relates to RIF.

B. EVALUATION UNDER H.B. 153

When the evaluation process under H.B. 153 is completed to the satisfaction of both the Administration and the Association, the Administration and the Association shall meet to discuss the modification of Article 9 as it relates to seniority in the reduction of force and recall provisions.

ARTICLE 10 – WORKING CONDITIONS

A. CALENDAR

1. Input from the Association with regards to the adoption of the school calendar shall be presented to the Superintendent by November 15.
2. Association suggestions shall be in the form of prioritized recommendations for the arrangement of the school calendar for the next year. No more than four (4) recommendations shall be presented. The Association membership will be surveyed by the Association leadership before the recommendations are presented.
3. Following calendar adoption the administration will communicate to stakeholders about the calendar as adopted and any constraints that played a factor in calendar development.

B. SCHOOL YEAR AND CONTRACT YEAR

1. The teacher's contract year shall be one hundred eighty-six (186) days which shall include the following:
 - a. One (1) day prior to the opening of school with one-half ($\frac{1}{2}$) day for administrative meetings and/or in-service and one-half ($\frac{1}{2}$) day as a teacher workday.
 - b. Two (2) days Record Days (one day at end of each semester).
 - c. Three (3) Parent/Teacher Conference Days.
 - d. Two (2) In-service Days (one of which may be NEOEA Day).

Presidents' Day and Martin Luther King day shall be nonwork days.

NEOEA Day shall be a nonwork day unless scheduled as in-service.

2. In-service Hours

In-service topics will be determined by the Certified In-service Committee. The committee membership will be comprised of a majority of Association members with a representative from each building appointed by the NHEA President. The Committee will be chaired by the Curriculum Director. The Superintendent will appoint two other administrators as members. Committee appointments will be finalized by May 15th of each school year to serve for the following school year. The Committee will make recommendations to the Superintendent regarding topics for in-service, whether in-service days should be used, when and if waiver days should be requested and possible topics for such days. The Committee's recommendations for the following year programs shall be submitted to the Superintendent by November 1st.

C. TEACHER WORKDAY

1. The length of the teacher workday, including at least a thirty (30) minute duty-free lunch, shall not exceed seven and one-half ($7 \frac{1}{2}$) hours.
2. Teachers are expected to perform reasonable, assigned duties which shall be equitably distributed.

3. Membership and active participation on three (3) or more committees, two of which will be District tasks, will result in the employee being eligible for one (1) of the following options:
 - a. credit of six (6) hours toward the in-service requirement;
 - b. release from attending final records day, providing all close-out activities have been completed.

4. Building Schedule Changes
 - a. Building schedules in place as of the 2000-2001 school year shall continue, unchanged, until any change has been agreed upon as per the procedures of this Section.
 - b. A committee composed of not more than six (6) bargaining unit members appointed by the NHEA President or designee and not more than six (6) members appointed by the Superintendent or designee shall be created and shall commence meeting not later than November 1 to discuss any contemplated changes for the subsequent year for any given building. If not already members, two (2) members of the BLT (Building Leadership Team) will be invited by the Superintendent and President to participate as additional members of the committee. The committee shall be charged with examining the building schedule and exploring the possibilities for change for the following school years.
 - c. All decisions and recommendations of the committee shall be made by consensus.
 - d. The committee shall be charged with the responsibility to insure that the building faculty and the BLT are aware of and involved in the exploration of scheduling models.
 - e. The work of the committee must be completed and must be submitted to the building faculty for a vote no later than by April 1 of the year prior to the school year of new schedule implementation. The work shall be deemed accepted by an affirmative majority of at least sixty percent (60%). Said majority vote shall be based upon all building faculty (Administrators and NHEA bargaining unit members) assigned to the affected building on a regular basis at the time of the vote. An affirmative majority vote shall be binding at the building so long as it is compliant with the terms and conditions of the Master Agreement.
 - f. If the building faculty does not approve the proposed schedule, the committee may elect to continue its work for another year in accordance with the procedures described above.

All dates in paragraphs a. through e. above may be modified by mutual agreement of the NHEA president or designee and Superintendent or designee.

D. MANDATORY MEETINGS OUTSIDE OF THE WORKDAY

1. All teachers assigned to a building may be required to attend no more than a total of nine (9) building staff meetings outside the school day.

The administration shall endeavor to use building meetings for focused staff development and building issues and to minimize the use of the time for announcements. Additionally, departmental, and/or grade level, curriculum and other meetings may be scheduled as needed not to exceed ten (10) per year outside the school day. If at all possible, the meeting days shall be consistent throughout the year (i.e. every Monday, first/third Tuesday, etc.); and may be scheduled to begin no sooner than one (1) hour before teachers are expected in their classrooms, or shall begin no later than fifteen (15) minutes after the teacher workday and last no longer than one (1) hour. This shall not restrict the Administration from calling emergency meetings if the need arises. Attendance at any other meeting will not be required.

Any staff member excused from attendance at a mandatory meeting or any staff member who elects not to attend a voluntary meeting shall be advised, through minutes of the meeting, of any decisions reached at such meeting. A staff member who cannot attend a mandatory or voluntary meeting and who wishes to express an opinion on a topic for such meeting, may submit a memorandum to the Building Principal in advance of the meeting, which memo will be shared with all meeting attendees. For meetings other than emergencies, agendas for same shall be distributed by the appropriate administrator not less than forty-eight (48) hours prior to the meeting.

2. Administrators will endeavor to schedule only such items for inclusion in building meetings that cannot be handled in another manner (i.e. memo, individual conference).
3. Announcements concerning Association activities may be made by Association representatives at the conclusion of the staff meetings.

E. PLANNING TIME

1. Each certified full-time classroom teacher shall be provided with a minimum number of minutes of unscheduled planning time. Administrators shall make every attempt to preserve teacher's planning time in uninterrupted periods according to the following schedule:
 - a. Elementary Grades: Two hundred (200) minutes per full five-day school week.

- b. Middle School: Two hundred (200) minutes per full five-day school week.
- c. Senior High: No less than one (1) period per school day per full five-day school week.
- d. Planning time shall be in blocks of not less than twenty (20) minutes.

F. ELEMENTARY DUTY COVERAGE

Teachers at the Elementary level shall be relieved of lunch room and noon recess duties. In the event the District faces a projected deficit in operating funds in the current or next fiscal year, where the deficit has been verified by the NHEA President, elementary teachers may be assigned lunch room or noon recess duties no more than one (1) day per week. Teachers will have input into the scheduling of such duties.

G. CLASS SIZE

1. General

The Board recognizes the importance of providing for individual pupil differences through the maintenance of reasonable class sizes for instruction. On the building level, the Administration will make every reasonable effort to provide a fair and equitable distribution of students among classes, taking into account student needs, number of students under IEPs, teacher loads, facility space, multi-age classes, and, at the high school level, the effects of block scheduling. An attempt will be made that no regular education classroom in grades K-6 shall have more than thirty percent (30%) students with special needs (IEPs, 504s, ELLs) in the classroom at the start of the school year. The NHEA President shall be provided on November 1 and April 1 of each year a written status report regarding individual class sizes.

Any new program/schedule at any level must address the impact on class size within the District before it is implemented.

At each building, the affected regular education and special education faculty will meet each spring to review assignment of special education students to different classes for the following year. Regular and special educators may make assignment recommendations to the building administration.

2. Elementary Schools

a. During the life of this Master Agreement, the Board shall not change its policy concerning the guidelines for assistance to teachers in Grades K6. The building administration will give priority to the assignment of educational assistants to support reading instruction in classes with 25 or more students.

b. Special Education Class Count

(1) Elementary handicapped students will be counted toward the class count for the number of minutes they are physically present in the Elementary class.

(2) When class size exceeds Board Policy, aide time will be added according to the following guidelines:

(a) Aide time will be determined and assigned by grade level, rather than to an individual class or teacher.

(b) The time will be determined according to the following formula:

Number of Minutes With <u>Extra Students Per Day</u> = School Day	Proportion of Number of Minutes of Direct Instruction [360 Minutes/Day] Qualifying for Aide Time
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(3) Job descriptions will be developed by teachers at the grade level in which class sizes exceed Board maximums. The job description will determine whether the aide position will be a classified or certified position.

c. The scheduling of Elementary (K-8) Art, Music, and Physical Education, will be equally distributed among the Elementary homeroom teachers by the Administration.

d. Teachers in K-4 will not be required to stay with their classes during library, unless their presence is requested by the library aide.

3. Middle School

- a. Middle School academic teachers will be provided with a team planning period in addition to their planning/conference period.
- b. The daily team planning period will be scheduled by the Administration and will include meetings with the Building Principal, guidance staff, team leader, other personnel as needed, and/or parents. This provision may be modified through the process in Section C.4. above. In the event the District faces a reduction in force of teachers under Article 9 and if the building scheduling committee is unable to agree upon a new schedule or if the faculty does not approve the committee's proposed schedule then this paragraph may be modified or eliminated by the Superintendent.

4. High School

- a. All full-time teachers who teach three (3) or more classes in areas other than the areas of Physical Education and Health, Industries and Technologies, Home Economics, Art, Special Education, Vocational-funded areas, Music, IMC, and guidance shall be assigned no more than five (5) classes, one (1) duty period, and one (1) planning/conference period.
- b. Duty periods will consist of supervision, or in a Department Tutorial Center which will require skill building, record keeping, and student accountability. Tutorial and duty assignments will be made by the Building Administration.
- c. In the event that qualified staff are not available, the Board agrees that the departments with five (5) instructional classes will be paid .0007 of the base salary in effect per day for a sixth (6th) instructional period.
- d. Once the high school schedule is completed it shall be shared with the Association President. During the first business week of August an NHEA representative shall meet with the principal or designee to review the master schedule and class size distribution in fundamental and regular classes. At that time the Association can make recommendations related to staffing adjustments. The Association may have class size distribution in fundamental and regular classes reviewed by the Assistant Superintendent. If concerns remain the Association may meet with the Superintendent to review class size concerns. If the concerns are not resolved the Association may present its concerns to the Board of Education.

5. Testing

In grades K-8, the administration will reassign current educational assistants to provide support to classroom teachers during times the teachers are administering/grading State, diagnostic and/or DRA tests.

H. CLASSROOM CONCERNS

1. Teachers may use such force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain weapons or other dangerous objects in the possession or control of the pupil; to protect other persons or property; or for self-defense (O.R.C. 3319.41).
2. The Board recognizes that Revised Code Chapter 2744 requires the Board to defend and indemnify its teaching and other employees in certain instances. Where a teaching employee engages in conduct which disqualifies him/her under O.R.C. 2744 from entitlement to such defense and/or indemnification, the Board shall not bear any costs for attorney fees or court costs in connection with Paragraph 1. above.

I. GRADE CHANGES

1. The classroom teacher has the responsibility to determine grades under the grading scale determined by Board Policy. No teacher shall be required to change a student's grade when the teacher's justification indicates the grade issued was under the aforementioned policy.
2. Any grade changes made without the consent and/or knowledge of the teacher shall be done by attaching a letter to the grade sheets, signed by the person making the change. The teacher originally responsible for the grade shall be given a copy of this letter.
3. Teachers shall not be held responsible for grade changes made without their approval.

J. STUDENT DISCIPLINE CODE

1. Input from the Association with regards to the adoption of the Student Discipline Code shall be presented in writing to the Principal by January 15 for the following school year.
2. Suggestions shall be in the form of prioritized recommendations for the Student Discipline Code for the next year.

K. PARENT/TEACHER CONFERENCES

1. Teachers may be scheduled with parents at intervals of no less than twenty (20) minutes during the scheduled hours.
2. Parent/Teacher Conferences will be scheduled on two (2) evenings of at least three (3) hours during the two (2) weeks immediately following the end of the first grading period.
3. In addition to the evening conferences, the teachers will document their conferences, or attempts to conduct conferences, an additional six (6) hours of parent/teacher conferences outside the school day between mid-October and Thanksgiving. Each teacher will publicize his or her planning/conference period to the parents in case there is a need for a daytime conference.
4. The Wednesday preceding Thanksgiving and the Monday following will be compensatory days off.
5. There will be a parent/teacher conference day between the interim report and the end of the third nine-week grading period for all teachers, as determined by the Calendar Committee.
6. If a parent requests a conference, teacher(s) must attempt to contact that parent within forty-eight (48) hours to establish a mutually acceptable time to meet. Excessive/unreasonable parental demands will be dealt with by the Administration.

L. ELEMENTARY INTERIM PROGRESS REPORTS

At all elementary grades K-6, progress reports will be issued to the student's parents using the current Elementary Interim Report of Student Progress Form or its successor, during the first and third grading periods. Progress reports will also be issued to parents of students with declining grades or in danger of failing, during the second and fourth grading periods. By agreement between the teacher and Principal, communication between the teacher and parent may take some form other than the Elementary Interim Report of Student Progress Form.

M. SECONDARY INTERIM PROGRESS REPORTS

Computer-generated progress reports shall be issued to the parents of each middle and high school student at the midpoint of the first and third grading periods. There is a minimum requirement of an estimated grade. While one (1) or more comments are expected on all interim reports, a minimum of one (1) comment is required for any student receiving a C, D, or F in any course. Parents of students with declining grades or a potential of failure will be issued progress reports during the second and fourth grading periods. These reports may take on a more personal nature. Consistent with current

practice, teachers will initiate communication with parents whose children are experiencing academic difficulty.

N. PART-TIME STAFF

Board guidelines for part-time employees will be as follows:

1. The Board agrees to pay in salary, a percentage of the salary that employee would earn under a full-time contract. This percentage will be the percentage calculated when comparing the part-time workday to that described in Article 4, Section L above.
2. Part-time employees will receive one (1) year credit toward advancement on the seniority list.
3. Part-time employees will receive one year credit toward advancement on the salary index.
4. When a part-time position becomes a full-time position, the part-time employee will not be guaranteed placement into that specific position.
5. If a part-time position is eliminated, the person with the most seniority (full-time or part-time) shall be offered the full-time job with the understanding that if they refuse the full-time position, there may not be another job available.

O. RESIDENT EDUCATOR/MENTOR PROGRAM

1. Purpose

The purpose of the Resident Educator Program is to provide a program of support and formative assessment for teachers new to the profession who hold a four (4) year Resident Educator license. The program is designed to enhance the teacher's skills. The Resident Educator Program is exclusively for licensure determination and shall not replace the negotiated employee evaluation system.

This program provides new teachers with the opportunity to develop their teaching styles in order to be able to prepare students for entry-level jobs, college, and life-long learning, as well as preparing students to be good citizens.

2. Resident Educator Program Coordinator

A Resident Educator Program Coordinator shall be appointed by the Superintendent to manage the Resident Educator Program.

3. Resident Educator Committee

- a. A Resident Educator Committee (“the Committee”) shall be appointed to develop the program and oversee its implementation following the rules and guidelines established by the Ohio Department of Education (“ODE”).
- b. The Committee shall determine when, where, and the number of meetings necessary to fulfill its purpose.
- c. The Committee shall be comprised of one (1) representative from each building appointed by the NHEA President and two (2) building principals, and the Resident Educator Program Coordinator. Committee members shall serve two (2) year terms with subsequent terms staggered as established initially by the first members of the committee. The respective parties shall fill the committee no later than September 1, 2012.
- d. Committee members for the NHEA shall be provided release time to attend committee meetings at least three (3) school days, or the equivalent thereof, each school year. Additional meetings shall be scheduled as needed.

4. Mentor

- a. The Resident Educator Program Coordinator shall work with Building Principals to select, assign, and oversee mentors. The Committee shall determine the process by which the mentor or Resident Educator may request a change in assignment. The Superintendent retains the right of approval or disapproval of any assignment.
- b. Whenever possible, the mentor and Resident Educator should be employed in the same building, grade level and/or certified/licensed in the same subject matter. Barring unforeseen and unique personnel qualifications, attempts will be made to avoid assigning more than one (1) Resident Educator at a time.
- c. In addition to the responsibilities established by the Committee and any responsibilities set forth in ODE guidelines, the Mentors’ responsibilities will be as follows:
 - Year 1: Work intensively with the Resident Educator according to the model set up by ODE.
 - Year 2: Provide differentiated support to meet the needs of each Resident Educator.
 - Year 3: Facilitate and support the Resident Educator in preparing for the summative assessment.

Year 4: Facilitate and support the Resident Educator to “re-take” deficient portions of the summative assessment and facilitate Resident Educator participation in professional and leadership activities.

d. Each mentor assignment shall be paid a stipend of 1.5% of the BA base; Program Coordinator, four percent (4%). It is to be paid on a quarterly basis, and if the assignment does not last the entire year, prorated for the year.

e. Training and Release Time

1. The Board shall provide the committee members and mentors the opportunity to attend training in order to establish and maintain an effective Resident Educator Program. A pool of trained mentors shall be developed for each building.

2. The Board shall provide the cost for the training of Resident Educator Committee members for Instructional Mentoring and Resident Educator Training as suggested by the Ohio Department of Education.

3. The Board shall provide training for all mentors in matters related to all components of the Resident Educator Program or an equivalent observation system as deemed necessary by the Resident Educator Committee. Training shall be ongoing in order to maintain an effective Resident Educator Program.

4. The Board shall provide release time for mentors to attend training during the workday. In the event that training during the workday is not available, the Board will pay a stipend of at least One Hundred Dollars (\$100.00) for mentor training outside the workday.

5. The mentor and Resident Educator shall be provided coordinated release/planning time in order to obtain the support for professional growth, and in order to successfully complete the Resident Educator Program. Said release time shall be at least one and one-half (1½) days each. Such days may be in one-half (½) or all-day increments.

f. Protections and Restrictions

1. All interaction, written or oral, between the mentoring teacher and Resident Educator shall be confidential. Training for all affected parties must address legal, contractual, and professional confidentiality issues.
2. No mentor shall be compelled to participate in the informal or formal contractual evaluation (Article 12) of a Resident Educator teacher or vice-versa. No mentor shall be compelled to make any recommendation regarding the employment of a Resident Educator in the program or vice-versa.
3. The regular evaluation as per Article 12 for the mentor or Resident Educator shall not in any way be affected by involvement in the Resident Educator Program.
4. This Article is not grievable under this Collective Bargaining Agreement.

g. Program Review

Any recommendations for any change in the program after its September 1, 2012, implementation made by the Resident Educator Committee must be shared with the NHEA President at the same time it is shared with the Board. No change may take place unless mutually agreed upon by the parties and ratified if appropriate.

P. SMOKE-FREE WORKPLACE

1. All Nordon Hills school property shall be designated smoke-free areas.
2. The District Insurance Plan shall cover the employee cost of participation in any one (1) Smoke Cessation Program.
3. The bargaining unit members shall not be subject to paragraph 1. above, unless paragraph 1. applies to all persons working in/using the school facilities.

Q. LABOR/MANAGEMENT RELATIONS COMMITTEE

1. A Labor/Management Relations Committee will be formed consisting of the Association President and three (3) other members appointed by the Association President. The Superintendent shall serve on this committee and will appoint three (3) people to serve on the committee.

2. This committee shall attempt to resolve areas of concern of the parties including but not limited to the implementation of District-wide rules and regulations. The labor/management relations committee will try to employ principles of the interest-based process in an attempt to arrive at mutually satisfactory solutions.
3. The committee will meet monthly. The Superintendent and the Association President will prepare an agenda in advance of each meeting. The Superintendent and the Association President may cancel a monthly meeting by mutual consent. They may also schedule additional meetings as needed by mutual consent.
4. The meeting schedule for monthly meetings shall be set by the Association President and the Superintendent prior to the beginning of the school year.

R. DISCIPLINE

1. A bargaining unit member may be subject to progressive discipline up to an including three (3) days' suspension with pay by the Superintendent for the following reasons:
 - a. willful and persistent violations of reasonable regulations of the Board;
 - b. falsification of leave provisions;
 - c. insubordination.
2. No suspension shall be imposed until the teacher has had an opportunity to meet with the Superintendent to hear the reasons for the suspension and to present the member response.
3. The member is entitled to representation by the Association.

S. INDIVIDUALIZED EDUCATION PROGRAM

1. Least Restrictive Environment

Least restrictive environment is the legally controlling term under Federal law (20 U.S.C. §1412 et seq.) to determine the proper placement for a student with disabilities. While the terms "inclusion" and "mainstreaming" are widely used, least restrictive environment is the legal standard for providing a free appropriate public education. As defined in the Ohio Rules for the education of the handicapped, least restrictive environment means that, to the maximum extent appropriate, disabled children, including children in public or private institutions or other care facilities, are educated with children who are not disabled and that special classes, separate schooling, or other removal of disabled children from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

2. Annual Meeting

Regular education teachers with a student on an IEP will be advised of the annual meeting in time to provide input on IEP goals and objectives, achievement for that year and IEP goal and objective development for the following year. The special education teacher will be responsible for securing that input. Compliance with new IDEA is achieved by the attendance at the IEP meeting of a regular education teacher. For a student being served in the regular education setting, the chairperson will invite the regular education teacher with the most significant contact with the student to attend the IEP meeting.

3. Teacher Notification

Each teacher with responsibility for the education of a student on an IEP shall be provided with electronic access to the IEP, be provided an explanation of what they are responsible to do to help achieve IEP goals and objectives and be advised that they can speak to any IEP team member if they have questions or concerns about the IEP or student progress.

4. IEP Review

Any teacher whose duties include the instruction of a student with disabilities is able to request a meeting with appropriate members of the IEP Team to review and discuss the IEP or the placement of the student. The meeting shall take place within a reasonable length of time.

5. Continuity

After the IEP is completed, the Intervention Specialist is responsible for insuring that teachers with regular education responsibilities for the student for the following year are provided a copy of the IEP and are afforded the chance to ask questions regarding the program, the student, and their responsibilities.

6. Training/Staff Development

- a. The Board will provide the opportunity for one (1) inservice program each school year which will address teaching of students with disabilities in the regular educational environment.
- b. Specific teacher rights and responsibilities will be reviewed and explained at an annual inservice. Any teacher whose duties include the instruction of a student with disabilities is able to request a meeting with appropriate members of the IEP to review and discuss the IEP/or the placement of the student.

7. Specialized Health Care Procedures

a. Bargaining unit members are not prohibited from, but shall not be required to perform any medical procedure on a student.

b. Support Services

The Board shall provide the necessary personnel as identified in the IEP to perform any supportive services which may be required by any student's IEP. No bargaining unit member shall be required to perform any custodial care services.

c. Compensation for IEP Conferences

Members, including case managers, required to attend IEP and/or RTI meetings outside the school day shall be compensated for time of actual attendance in ¼ hour increments at the base salary rate (Step 0, BS Column).

T. BUILDING RETREATS

1. Voluntary

Attendance at building retreats shall be voluntary. Any teacher who attends a voluntary retreat shall have, at the teacher's option, the retreat credited for inservice or compensation in accordance with Section B.2. above.

2. Planning

In any year in which a building retreat will be conducted, the possible topics and themes will be discussed at a regular faculty meeting. Building staff will be surveyed to determine the dates most likely to secure maximum attendance at the retreat.

3. Follow-Up

Following each building retreat, the Principal will prepare and disseminate minutes of the retreat which will include topics of discussion, any decisions reached regarding building goals or programs to be implemented that year.

U. STUDENT DISCIPLINE

1. If a student is removed from a classroom in accordance with the emergency removal provisions of O.R.C. 3313.66, before the student is returned to the classroom the teacher shall receive either a written notice of the disposition of the referral from the responsible administrator or a conference with the responsible administrator.
2. The receiving teacher will be advised of the assignment to his/her class of any student who previously has been expelled from school for violent behavior.

V. TEXTBOOK SELECTION

Teachers whose instructional responsibilities may be affected by textbook/material selection will be afforded an opportunity to submit written comments on the selection options before the final selection is made by the textbook selection committee which will include representatives of each affected building, grade level, and department.

W. JOB SHARING

1. Teachers who have formed potential job sharing teams must notify the Assistant Superintendent in writing by April 1.
2. To be considered for job sharing, the interested teachers must submit a written proposal detailing how the proposed arrangement will work. This detailed proposal shall detail how their educational philosophies are compatible and how they will share a full-time equivalent load of performance responsibilities for attendance and participation in inservice meetings, staff meetings, team meetings, material selection meetings, in-services, IEP meetings, etc.
3. Job sharing shall be in effect for one (1) school year, if approved by the Superintendent. Applications for renewal may be submitted in writing by April 1 and are subject to approval by the Superintendent.
4. It is the responsibility of the teacher to locate a job sharing partner candidate.
5. Both job sharing partners must attend parent/teacher conferences, inservice programs and perform other professional responsibilities related to assigned students.
6. Unless there is a different agreement between the teacher and the Principal, job sharing teachers at the primary building shall split the day equally, and at the Middle School and High School shall divide assignments equally.
7. Each job sharing teacher shall be paid a prorated percentage of the employee's salary and fringe benefits based on the job sharing arrangement agreed upon by the job sharing teachers and approved by the Principal.

X. ESL PROGRAM

1. Staffing

When vacancies occur in the ESL Program, preference for the ESL position shall be given to a certificated teacher with ESL training.

2. Program

The ESL Program will provide an administratively-identified ESL student with additional English instruction according to the student's proficiency level. No more than three (3) students with similar assessed proficiency levels shall be assigned to any one (1) instructional period. Students shall be exited in accordance with legal standards and District criteria.

3. Curriculum

The educational program should be developed by the ESL instructor in conjunction with the building administrator, classroom teacher, and school psychologist. The ESL instructor is not responsible for teaching the Board-adopted Course of Study nor for assigning a student's progress report grades.

ARTICLE 11 – ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Board authorizes the Association:

1. To use the facilities of any building for meetings without fee, upon notification to the Administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
2. To use, upon authorization by the Building Principal, Board-owned equipment including typewriters, calculators, duplicating equipment, email, computers/technology, public address equipment and audio-visual equipment, at times which do not interfere with the operation of the District. Any expendable supplies such as duplicating and typing paper, duplicating masters, and stencils will be supplied by or be paid for by the Association.
3. To use the interoffice mail system in the schools' offices to distribute Association bulletins, newsletters, or other communications.
4. To use bulletin boards in teacher lounges or workrooms to disseminate information to members.

5. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are restricted to times that do not interfere with duties assigned by the Board and Administration.
6. To allow the OEA representative, or the Association President during his/her unassigned time, to visit schools. Upon arrival, he/she shall notify the Building Principal of his/her presence. The visits to the schools must not interfere with teaching or any other assignments that have been assigned by the Board and Administration.
7. The Association President, upon notice to the Principal, may be released during nonteaching time, provided he/she has no supervisory responsibilities or has made arrangements acceptable to the Principal for another faculty member to cover the supervisory responsibilities.

If the request is for during teaching time, the Association President may be released, upon the recommendation of the Building Principal and approval of the Superintendent. Cost for the substitute teacher will be paid by the Association to the Board.

B. Upon specific request for specific items, the Board will provide the Association:

1. At least one (1) copy of the Board agendas, Board minutes, and financial reports to the Association President.
2. Copies of the following forms: Appropriations, Budget and Training & Experience Grids.

C. The Association President will not be scheduled for a duty (e.g., hall, bus, lunch, tutoring). The President's planning period will be scheduled in consultation with the building principal or designee and the Association President to assist the President in carrying out Association business.

D. To the extent permitted by law the District will treat the stipend paid to the President by the Association as compensation for STRS purposes. The Association will reimburse the Board for the full cost of the stipend, including the employer share of the STRS contribution and Medicare payments required with respect to the stipend with such reimbursement to be made in full not later than May 15 of each school year.

ARTICLE 12 – EVALUATION PROCEDURE

A. TEACHERS TO BE EVALUATED

1. All teachers employed under limited contracts will be evaluated each year.
2. All teachers employed under continuing contracts will be evaluated at least every four (4) years or complete a Professional Growth Project.

B. PROCEDURE

1. Evaluator

Evaluation of a teacher shall be conducted by the teacher's Immediate Supervisor. In the event a teacher performs work under the supervision of more than one (1) Supervisor, one (1) Supervisor shall be designated as the Evaluating Supervisor. However, any Supervisor may participate in the observation process with prior notification to the teacher. The evaluator shall not be a bargaining unit member. The Supervisor must be employed under a contract pursuant to O.R.C. 3319.01 or 3319.02 and must hold at least one (1) certificate named under Division (E), (F), (H), (J), or (L) of O.R.C. 3319.22.

2. Orientation

All teachers shall be notified in writing of the name and position of the evaluating Supervisor within thirty (30) days of the opening of school. Thereafter, not later than September 15 each year, or in the case of a new teacher within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of the Evaluating Supervisor.

3. Schedule for Evaluation

All teachers who are to be evaluated shall be evaluated annually between October 1 and April 10.

4. Criteria For Evaluation

Teachers shall be evaluated on criteria set forth in the present evaluation instrument. Any changes in this instrument shall be upon mutual agreement of the Association and the Administration.

C. OBSERVATIONS

Schedule of Observations

1. Nontenured: A minimum of three (3) formal observations shall be conducted to support the evaluation. A formal observation shall last a minimum of thirty (30) consecutive minutes. There shall be at least seven (7) days between formal observations, unless the teacher and the evaluator otherwise agree.
2. Tenured: A minimum of one (1) formal observation and evaluation must be completed every four (4) years. A formal observation shall last a minimum of thirty (30) consecutive minutes. There shall be at least seven (7) days between formal observations, unless the teacher and the evaluator otherwise agree.

3. Observation Conferences

A post-observation conference shall be held after every formal observation. A copy of the written observation report shall be given to the teacher at the post-observation conference. A teacher may request a formal observation at any time in addition to those required by this procedure.

4. Professional Growth (See Appendices D-1, D-2, D-3)

Teachers judged to be effective on their last evaluation will be eligible for a Professional Growth Project. A "Professional Growth Project" is a quantifiable task to specifically improve professional practice. The project is to be completed in a twenty-four (24) month period within the four year evaluation cycle. Either the employee or Administration may return to the regular evaluation cycle at any point and time.

D. IDENTIFICATION OF DEFICIENCIES

1. The evaluator shall submit a written plan for correcting the deficiencies which shall include suggestions to the teacher to correct the noted deficiencies and/or ways to receive assistance. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

2. Other Deficiencies

Other deficiencies regarding the teacher's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the teacher within three (3) workdays after the deficiency. The evaluator must include said deficiencies in any plan for correction of deficiencies.

E. FINALIZATION OF EVALUATION

1. Written Evaluation (See Appendix E-2)

The evaluation is deemed completed when a copy of the formal written evaluation report has been given to the teacher and a conference has been held between the teacher and evaluator.

2. Completion of Evaluation Process

The performance evaluation of a teacher shall be based upon the observations of the teacher's performance and any documented deficiencies and shall acknowledge the satisfactory performance of the teacher evaluated as well as performance deficiencies, if any. If a teacher receives a "2" or "3", the evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report will be signed by the teacher to acknowledge notification that the evaluation will be placed on file, but the teacher's signature is not to be construed as evidence that the teacher agrees with the contents of the evaluation report.

3. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file.

4. Personnel Action Requirements

If the evaluator or the Superintendent decides to recommend contract nonrenewal, contract termination, or an extended limited contract, the teacher shall be given written notice in accordance with Article 14 at least seven (7) calendar days prior to any official Board action.

A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

F. It is the intention of the parties that the provisions of Article 12 shall supersede all provisions of O.R.C.. 3319.111.

G. The provisions of Article 12 do not apply to supplemental contracts.

- H. An Evaluation Forms Committee (“EFC”) composed of 4 members appointed by the Association President and 4 members appointed by the Superintendent shall be convened by November 1, 2010. The EFC shall examine the current observation and evaluation forms (Appendices E-1 and E-2), consider changes in the rating format and insure that the forms are consistent with the Ohio standards for educators. In addition, the EFC shall recommend forms for the evaluation of certified/licensed personnel other than classroom teachers, e.g., counselors, psychologists, and may invite participation from such persons during that process. The EFC’s recommendations shall be submitted to the Labor-Management Committee by April 1, 2011. The LMC will review and possibly modify the EFC’s recommendations and make final recommendations to the Association and Board by the regular June Board meeting for approval by the Association and Board on or before that Board meeting. The new forms shall be implemented with the start of the 2011-12 school year.

I. Requirements of H.B. 153

Article 12 is subject to the requirements of H.B. 153 with respect to changes in teacher evaluation. Pursuant to O.R.C. §3319.112, the state board of education is developing a standards-based framework for the evaluation of teachers. Boards of education are required by O.R.C. §3319.111 to adopt a standards-based teacher evaluation policy that conforms with the framework developed by the state board of education. Upon completion of the state board of education framework, the Superintendent, on behalf of the Board, will meet and consult with teacher leaders, including the Association President, on implementation of new legal requirements for teacher evaluation and related evaluation forms which shall be in place by the end of the 2012-2013 school year. The OTES Pilot Program will be extended to include twenty-five percent (25%) of the teachers in each building for the 2012-2013 school year. Otherwise, to the extent allowed by law, the procedures of Article 12 are intended to supersede any conflicting provisions of O.R.C. §§3319.11 and 3319.111.

ARTICLE 13 – PERSONNEL RECORDS

- A. A teacher or his/her designee shall have the right to review the Board’s personnel file maintained on him/her at the Board Office.
- B. Personnel files shall be reviewed in the presence of the Assistant Superintendent or his/her designee, at a time arranged by the Assistant Superintendent and the teacher.
- C. A representative of the Association may accompany the teacher at the teacher’s request.
- D. Material supplied to the Administration and Board as “confidential,” prior to employment, is not subject to inspection by the teacher.

- E. A copy of any material placed in the teacher's personnel file shall be given to the teacher either prior to or at the time it is entered into the file. A teacher shall be entitled to have included in his/her personnel file, a statement of his/her position on the disputed information.
- F. Any charge or complaint against a bargaining unit member made by a parent or community member which may be a matter of record shall be recorded in writing at the time the charge or complaint is lodged with the Administrator. It will include date(s) and details of the complaint or charge. If an Administrator feels a meeting to discuss the charge or complaint is warranted, he/she shall schedule a meeting within five (5) days after the member's receipt of his/her copy of the charge or complaint.

Attendance at the meeting may include but not be limited to the Administrator, member, member's representative(s) and/or counsel, complainant(s), and any witnesses whom shall be called. All meetings shall be arranged at times mutually agreeable.

If, in the judgment of the Administrator, the verbal or written charge or complaint is not to be made a matter of record, no written entry shall be placed in the member of the bargaining unit member's files.

ARTICLE 14 – NONRENEWAL

A. DEFINITIONS

As used in this Section:

1. "Evaluation procedures" means the procedures adopted pursuant to Article 12.
2. "Limited contract" means a limited contract, as described in O.R.C. 3319.08, that the Board enters into with a teacher who is not eligible for continuing service status.
3. "Extended limited contract" means a limited contract, as described O.R.C. 3319.08, that the Board enters into with a teacher who is eligible for continuing service status.

B. CONTINUING CONTRACTS

It is recommended that notification be given to the Personnel Office by submitting a copy of the professional certificate or license.

Teachers eligible for continuing service status in this District shall be those teachers who meet the requirements set forth in O.R.C. 3319.08, including holding a professional, permanent or life certificate or license, qualified as to certification, and who within the last five (5) years have taught for at least three (3) years in the District, and those teachers who, having attained continuing contract status elsewhere, have served two (2) years in the District. The Board, upon the recommendation of the Superintendent, may, at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible. Each fall, teachers will be asked, as part of their completion of the professional records form, whether they believe they will be eligible for consideration for continuing contract at the April Board meeting. By February 1st such teachers will submit the necessary documentation to the Assistant Superintendent or will submit a letter of their intent to complete the necessary steps ten (10) days prior to the April Board meeting.

1. Upon the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and the teacher unless the Board, by a three-fourths (3/4) vote of its full membership, rejects the recommendation of the Superintendent. If the Board rejects, by a three-fourths (3/4) vote of its full membership, the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed and the Superintendent makes no recommendation to the Board pursuant to Article 14, Section C, below, the Board may declare its intention not to reemploy the teacher by giving the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy the teacher. If evaluation procedures have not been complied with pursuant to Article 12 or the Board does not give the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy the teacher, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one (1) year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under the extended limited contract for a term not to exceed one (1) year unless he/she notifies the Board in writing to the contrary on or before the first day of June, and an extended limited contract for a term not to exceed one (1) year shall be executed accordingly. Upon any subsequent reemployment of the teacher only a continuing contract may be entered into.
2. If the Superintendent recommends that a teacher eligible for continuing service status not be reemployed, the Board may declare its intention not to reemploy the teacher by giving the teacher written notice on or before the thirtieth (30) day of April of its intention not to reemploy the teacher. If evaluation procedures have not been complied with pursuant to Article 12 or the Board does not give the teacher written notice on or before the thirtieth (30th) day of April of its intention

not to reemploy the teacher, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one (1) year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under the extended limited contract for a term not to exceed one (1) year unless he/she notifies the Board, in writing, to the contrary on or before the first day of June, and an extended limited contract for a term not to exceed one (1) year shall be executed accordingly. Upon any subsequent reemployment of a teacher only a continuing contract may be entered into.

3. Any teacher receiving written notice of the intention of the Board not to reemploy him/her pursuant to this Section is entitled to the hearing provisions of Section G below.

C. EXTENDED LIMITED CONTRACTS

1. The Superintendent may recommend reemployment of the teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the teacher written reasons directed at the professional improvement of the teacher on or before the thirtieth (30th) day of April. Upon subsequent reemployment of the teacher only a continuing contract may be entered into.
2. If the Board takes affirmative action on the Superintendent's recommendation, made pursuant to paragraph 1. above, of an extended limited contract for a term not to exceed two (2) years, but the Board does not give the teacher written notice of its affirmative action on the Superintendent's recommendation of an extended limited contract on or before the thirtieth (30th) day of April, the teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under such continuing contract unless he/she notifies the Board, in writing, to the contrary on or before the first day of June, and a continuing contract shall be executed accordingly.
3. The Board shall not reject the Superintendent's recommendation made pursuant to paragraph 1. above, of an extended limited contract for a term not to exceed two (2) years except by a three-fourths ($\frac{3}{4}$) vote of its full membership. If the Board rejects, by a three-fourths ($\frac{3}{4}$) vote of its full membership, the recommendation of the Superintendent of an extended limited contract for a term not to exceed two (2) years, the Board may declare its intention not to reemploy the teacher by giving the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy the teacher. If evaluation procedures have not been complied with pursuant to Article 12 or if the Board does not give the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy him/her, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one (1) year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have

accepted employment under the extended limited contract for a term not to exceed one (1) year unless he/she notifies the Board, in writing, to the contrary on or before the first day of June, and an extended limited contract for a term not to exceed one (1) year shall be executed accordingly. Upon any subsequent reemployment of the teacher only a continuing contract may be entered into. Any teacher receiving written notice of the intention of the Board not to reemploy him/her pursuant to this Section is entitled to the hearing provisions of Section G below.

D. CONTINUING CONTRACT FOLLOWING EXTENDED LIMITED CONTRACT

A teacher eligible for continuing contract status employed under an extended limited contract pursuant to Section C., above, is, at the expiration of such extended limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the salary schedule, unless evaluation procedures have been complied with pursuant to Article 12 and the Board, acting on the Superintendent's recommendation that the teacher not be reemployed, gives the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy him/her. A teacher who does not have evaluation procedures applied to him/her in compliance with Article 12 or who does not receive notice on or before the thirtieth (30th) day of April of the intention of the Board not to reemploy him/her is presumed to have accepted employment under a continuing contract unless he/she notifies the Board, in writing, to the contrary on or before the first day of June and a continuing contract shall be executed accordingly.

Any teacher receiving a written notice of the intention of the Board not to reemploy him/her pursuant to this Section is entitled to the hearing provisions of Section G. below.

E. LIMITED CONTRACTS

A limited contract may be entered into by the Board with each teacher who has not been in the employ of the Board for less than three (3) years and shall be entered into regardless of length of previous employment, with each teacher employed by the Board who holds a provisional or temporary certificate.

Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, deemed reemployed under the provisions of this Section at the same salary plus any increment provided by the salary schedule unless evaluation procedures have been complied with pursuant to Article 12 and the Board, acting upon the Superintendent's written recommendation that the teacher not be reemployed, gives such teacher written notice of its intention not to reemploy him/her on or before the thirtieth (30th) day of April. A teacher who does not have evaluation procedures applied to him/her in compliance with Article 12 or who does not receive notice of the intention of the Board not to reemploy him/her on or before the thirtieth (30th) day of April is presumed to have accepted such employment unless he/she notifies the Board, in writing, to the contrary on or before the first day of June and a written contract for the succeeding school year shall be executed accordingly. Any

teacher receiving a written notice of the intention of the Board not to reemploy him/her pursuant to this Section is entitled to the hearing provisions of Section G. below.

F. EFFECT OF FAILURE TO MAKE RECOMMENDATIONS

The failure of the Superintendent to make a recommendation to the Board under any of the conditions set forth in Sections B through E, above, or the failure of the Board to give such teacher a written notice pursuant to Sections B through E, above, shall not prejudice or prevent a teacher from being deemed reemployed under either a limited or continuing contract as the case may be under the provisions of this Section. A failure of the parties to execute a written contract shall not void any automatic reemployment provisions of this Section.

G. RIGHTS UPON RECEIPT OF NOTICE OF NONRENEWAL

1. Any teacher receiving written notice of the intention of the Board not to reemploy him/her pursuant to Section B, C, D, or E above, may, within ten (10) days of the date on which he/she received the notice, file with the Board Treasurer, a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.
2. The Board Treasurer, on behalf of the Board, shall, within ten (10) days of the date on which he/she receives a written demand for a written statement pursuant to paragraph 1. above, provide to the teacher a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.
3. Any teacher receiving a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher pursuant to Section G herein, may, within five (5) days of the date on which he/she received the statement, file with the Board Treasurer, a written demand for a hearing before the Board pursuant to paragraphs 4 through 6 below.
4. The Board Treasurer, on behalf of the Board, shall, within ten (10) days of the date on which he/she receives a written demand for a hearing pursuant to this Section G herein, provide to the teacher a written notice setting forth the time, date, and place of the hearing. The Board shall schedule and conclude the hearing within forty (40) days of the date on which the Board Treasurer receives a written demand for a hearing pursuant to Section G herein.
5. Any hearing conducted pursuant to this Section shall be conducted by a majority of the members of the Board. The hearing shall be held in executive session of the Board, unless the Board and the teacher agree to hold the hearing in public. The Superintendent, Assistant Superintendent, Building Principal, teacher, and any person designated by either party to take a record of the hearing may be present at the hearing. The Board may be represented by counsel and the teacher may be represented by counsel or a designee. A record of the hearing may be taken by either party at the expense of the party taking the record.

6. Within ten (10) days of the conclusion of a hearing conducted pursuant to this Section, the Board shall issue to the teacher a written decision containing an order affirming the intention of the Board not to reemploy the teacher reported in the notice given to the teacher pursuant to Section B, C, D, or E above, or an order vacating the intention not to reemploy and expunging any record of the intention, the notice of the intention, and the hearing conducted pursuant to this Section.
7. A teacher may appeal an order affirming the intention of the Board not to reemploy the teacher to the Court of Common Pleas of Summit County within thirty (30) days of the date on which the teacher receives the written decision, on the grounds that the Board has not complied with the provisions of Article 12, or Article 14.

Notwithstanding O.R.C. 2506.04, the Court, in an appeal under this Section, is limited to the determination of procedural errors and to ordering the correction of procedural errors and shall have no jurisdiction to order the Board to reemploy a teacher, except that the court may order the Board to reemploy a teacher in compliance with the requirements of Section B, C, D, or E above, when the Court determines that evaluation procedures have not been complied with pursuant to Article 9, or the Board has not given the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy the teacher pursuant to Section B, C, D, or E above. Otherwise, the determination whether to reemploy or not reemploy a teacher is solely the Board's determination and not a proper subject of judicial review and, except as provided in this Section, no decision of the Board whether to reemploy or not reemploy a teacher shall be invalidated by the court on any basis, including that the decision was not warranted by the results of any evaluation or was not warranted by any statement given pursuant to this Section G, paragraph 2 above.

No appeal of an order of the Board may be made except as specified in this Section.

H. NOTICES

1. In giving a teacher any notice required by Section B, C, D, or E above, the Board or Superintendent shall do either of the following:
 - a. Deliver the notice by personal service upon the teacher;
 - b. Deliver the notice by certified mail, return receipt requested, addressed to the teacher at his/her place of employment and deliver a copy of the notice by certified mail, return receipt requested, addressed to the teacher at his/her place of residence.
2. In giving the Board any notice required by Section B, C, D, or E above, the teacher shall do either of the following:

- a. Deliver the notice, by personal delivery, to the office of the Superintendent during regular business hours;
 - b. Deliver the notice by certified mail, return receipt requested, addressed to the office of the Superintendent and deliver a copy of the notice by certified mail, return receipt requested, addressed to the Board President at his/her place of residence.
3. When any notice and copy of the notice are mailed pursuant to this Section H, paragraphs 1. or 2. above, the notice or copy of the notice with the earlier date of receipt shall constitute the notice for the purposes of Section B, C, D, or E above.
- I. The provisions of this Article shall not apply to any supplemental written contracts entered into pursuant to O.R.C. 3319.08.
 - J. The provisions of this Article shall not apply to any substitute teacher and shall not apply to any tutor.
 - K. It is the intention of the parties that the provisions of this Article shall supersede all provisions of O.R.C. 3319.11.

ARTICLE 15 – HEALTH AND SAFETY

A. MAINTENANCE OF HEALTH AND SAFETY

The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause serious physical harm to employees. The Board retains exclusive authority to adopt and implement policies and procedures required by O.R.C. Chapter 4167, by the division of Occupational Safety and Health, by the Public Employee Risk Reduction Advisory Commission, and/or any other rules and regulations adopted under the authority of Chapter 4167.

B. NOTIFICATION

- 1. Except for a condition which the teacher, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to him/her, a teacher should report an alleged health or safety violation to his/her principal within two (2) days of the alleged violation.
- 2. Before exercising his/her right to refuse to work because of a condition which the teacher acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her, the teacher must immediately notify his/her Supervisor of the condition. The teacher may be temporarily reassigned while the condition is being investigated and/or ameliorated.

C. NO REPRISALS

There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public employee reasonably believes presents an imminent danger, or for any other participation in the Health and Safety Program.

D. HEALTH SUPPLIES

1. The Board shall ensure that in the main office of each building and in every lab, there shall be adequate first aid kit(s) which shall be maintained.
2. The Board shall provide on every floor of every building, an adequate supply of disposable rubber gloves.

E. INOCULATIONS

1. The Board shall provide on site free-of-charge Hepatitis B inoculations to any bargaining unit member who so desires such inoculation.
2. The Board shall provide on an annual basis on-site flu shots, pneumonia shots and measles/mumps boosters, when available through Summit County Health Department, to any bargaining unit member who so desires. NHEA bargaining unit members will be responsible for fifty percent (50%) of the cost.

ARTICLE 16 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. PURPOSE

A Local Professional Development Committee (LPDC) shall be established to review professional development plans composed of course work, continuing education units (CEU), and other equivalent activities and to approve District programs for CEU credit.

B. COMMITTEE MEMBERS

The LPDC shall have four (4) teacher members appointed by the NHEA President and three (3) members appointed by the Superintendent. Vacancies in membership shall be filled in the same fashion. However, when a professional development plan of an administrator is being considered, one of the teacher members shall not participate and an additional administrator, appointed by the Superintendent, shall become a member of the committee for purposes of considering the administrator's plan.

C. TERM OF OFFICE

The term of office for LPDC members shall be three (3) years for teachers and administrators.

D. CHAIRPERSON

The committee chairperson shall be determined by majority vote of the committee members.

E. DECISION MAKING

Decisions shall be made by majority vote of the committee members present, with a quorum consisting of five (5) members.

F. COMPENSATION

The committee chairperson shall be paid a supplemental contract at .075 of the BA base salary, while individual committee members shall receive a supplemental contract at the rate of .060 of the BA base salary. The Board/NHEA may modify the compensation for LPDC members as might be agreed upon by negotiators representing the Board and the Association.

G. TRAINING

1. New committee members in subsequent years shall be granted release time for training.
2. LPDC members shall be reimbursed for actual and necessary expenses incurred as part of training.

H. BOARD SUPPORT

The Board will provide the committee with meeting space and secretarial support.

I. EVALUATION IMPACT

Evaluation of a teacher shall not be affected by the teacher's IPED nor by the LPDC process.

J. APPEALS

In the event the committee does not approve an Individual Professional Development Plan (IPDP), the certificated employee may appeal such denial in writing to the committee chairperson within twenty (20) calendar days of such denial. Similarly, should the committee refuse to approve a request for CEU credit, the affected employee(s) may appeal said denial in writing to the chairperson within twenty (20) calendar days of such denial. If the committee within ten (10) calendar days of the chairperson's receipt of the appeal does not reverse its decision, the affected employee(s) may initiate, in writing and directed to the committee chairperson, a decision on the appeal. That final and binding decision will be rendered by a three (3) person panel, with

one (1) member chosen by the affected employee, one (1) person chosen by the Superintendent, and a third person chosen by the NHEA President. All appeal panel members must hold a current Ohio Department of Education certificate or license.

ARTICLE 17 – CONTRARY TO LAW/STATE STANDARDS

If any provision or application of this Master Agreement is determined by a court, by an act of the Federal and/or State legislature, or by regulations or orders issued by Federal or State authorities, to be contrary to law, that provision shall be considered null and void to the extent specifically prohibited, but all other provisions herein shall continue in full force and effect. If a provision becomes unworkable due to its being contrary to law, such action shall be reason for either party to consider reopening negotiations on that provision in an attempt to obtain a workable provision within the established legal structure.

ARTICLE 18 – GENERAL

- A. The Board of Education of the Nordonias Hills City School District retains and reserves unto itself all authority conferred upon and vested into it by the statutes of the State of Ohio and Federal Constitutions. The exercise of this authority, the adoption of policies, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Master Agreement.
- B. This Master Agreement represents the entire agreement between the parties, and as such supersedes and cancels all previous agreements, verbal or written or based upon alleged past practices between the Board and the Association, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties.
- C. Nothing included in this Master Agreement shall restrict or deny to any member of the bargaining unit, rights provided by law or by statutes, rulings, and regulations of the State or Federal governments.
- D. The Board shall change its Personnel Policies and Practices as may be necessary to give full force and effect to this Master Agreement.
- E. Except as specified in Article 15 (Health and Safety), Section C (No Reprisals), the Association and its members hereby affirm that they will not sanction, engage in, encourage or participate in any type of strike, work stoppage, or any other type of activity which results in a reduction of the regular professional duties or employment obligations, until or unless the expiration date of this Master Agreement or any part thereof.

This provision shall not preclude any members of the bargaining unit from taking any necessary actions to protect their personal health or safety, or the health or safety of others.

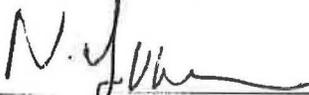
- F. Copies of this Negotiated Contract shall be printed on a shared expense basis between the Association and the Board. The share of expenses, method of printing, and the number of copies to be printed shall be agreed upon. The Association shall be given the number of copies agreed upon.

ARTICLE 19 – DURATION

This Agreement shall be effective August 16, 2012 with compensation changes effective with the first day worked, under teaching, supplemental, or extended time contract, of the 2012-2013 school year; and remain in effect through August 15, 2014.

FOR THE ASSOCIATION


Patricia Keckskemety, President


Nathan Loman, Vice President


Dana Matthews, Negotiation Team Member


Nicole Occhionero, Negotiation Team Member

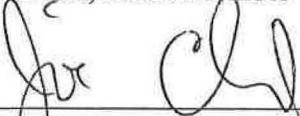

Lori Day, Negotiation Team Member


Kathleen O'Connell-Burton, Chief Negotiator

FOR THE BOARD

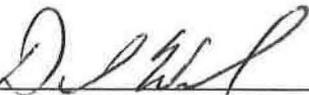

Doug Masteller, Board President


Steve Bittel, Board Member


Dr. Joe Clark, Superintendent


Kevin Staller, Treasurer


Donna Bambic, Negotiation Team Member


David Wessel, Negotiation Team Member

GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons, and/or Association _____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or Persons to Whom Grievance is Directed _____

_____ Initiated on Level _____

Statement of Grievance: _____

State the exact Master Agreement Article number and subsection thereof which you believe is being violated: _____

Action Requested: _____

Date you have discussed this with your Immediate Supervisor?

Grievant

GRIEVANCE DECISION FORM

LEVEL ONE (Formal) DECISION _____

Date _____ Signature _____
Administrative Representative

Date _____ Received By _____
Aggrieved and/or Association Representative

LEVEL TWO (Formal) DECISION _____

Date _____ Signature _____
Administrative Representative

Date _____ Received By _____
Aggrieved and/or Association Representative

LEVEL THREE (Formal) DECISION _____

Date _____ Signature _____
Administrative Representative

Date _____ Received By _____
Aggrieved and/or Association Representative

(Where decision requires additional space, attach pages as necessary.)

**NORDONIA HILLS CITY SCHOOLS
CATASTROPHIC LEAVE DONATION**

I hereby agree to donate _____ (____) days of my Sick Leave for the catastrophic illness of _____. I understand that I cannot donate more than five (5) days, and the days that I have donated will not be returned.

Signature

Social Security Number

Date

APPENDIX C

EMPLOYMENT PLANS FOR NEXT SCHOOL YEAR

All persons under contract as teachers or principals are asked to complete this form. If you wish to be reappointed to your current position, there is no need to submit this form. Otherwise, please return the completed form to the Principal's Office. The information is for the confidential use of the administrators and will allow us to assess the staffing needs based on student enrollment, without creating unnecessary anxiety among staff. If you hope for a building or grade level change, you should submit your request on this form even if there is not a current opening for your request.

- I wish a building transfer. My preference is _____.
 - I wish a grade level transfer. My preference is _____.
 - I am planning to voluntarily retire under the provisions of the Ohio State Teacher's Retirement System. (An official letter to the Board is required stating that you are voluntarily retiring. If this letter is submitted to the Personnel Office irrevocably by February 1, you will receive an additional \$1,000 in your severance.)
 - At this time I am undecided about my future plans.
 - I am planning to voluntarily resign my position. (An official letter to the Board is required.)
 - Other preferences: Describe _____
-

Signature

Building

Date

Teachers are requested to return this form to the Principal's Office by **January 31**. Principals, please return to me immediately.

As indicated above, this is an unofficial tally. Those staff retiring or resigning would still find it necessary to formally submit a letter to the Board.

TENURED TEACHERS: FOUR-YEAR CYCLE

OPTION I

YEAR 1	YEAR 2	YEAR 3	YEAR 4
	One (1) Observation		One (1) Observation and Evaluation

OPTION II

YEAR 1	YEAR 2	YEAR 3	YEAR 4
	One (1) Observation plus professional growth project may be initiated.	Completion of professional growth project.	

PROFESSIONAL GROWTH PROJECT WORKSHEET

Teacher _____

Date _____

Grade Level/Subject Area _____

Building Administrator _____

Teachers of the Nordonia Hills City School District shall be evaluated in a systematic procedure. The first step of the procedure is to establish an individual goal in the form of a Growth Project. A Growth Project is a quantifiable task to specifically improve professional practice. Each participant will identify and write a Growth Project which will contain the following four (4) components:

1. What observable accomplishments will be made?
2. What materials or resources will be required to accomplish the project?
3. What limitations exist, if any?
4. What evidence constitutes completion of the project?

I.	GROWTH PROJECT STATEMENT
II.	COMPONENTS
	A. What observable accomplishments will be made?
	B. What materials or resources will be required to accomplish the project?
	C. What limitations exist, if any? (Setting, Time, Cost)
	D. What evidence constitutes completion of the project?

White: Personnel File Copy
Yellow: Teacher Copy
Pink: Administrator Copy

PROFESSIONAL GROWTH PROJECT

YEAR _____
BUILDING _____ ASSIGNMENT _____

1. TEACHER SUMMARY AND COMMENTS

2. ADMINISTRATOR COMMENTS

Teacher _____ Signature _____

Date _____

Administrator _____ Signature _____

Date _____

**NORDONIA HILLS CITY SCHOOLS
TEACHER OBSERVATION FORM**

Teacher's Name _____ School _____
Date _____

Observer _____
Subject/Grade _____

Key: T = Teacher O = Observer

1 = Meets Expectations 2 = Needs Improvement 3 = Potential for Growth 4 = Area of Strength
5 = Not Applicable

*Items marked "2" will be supported with specific comments.

Observation (Circle One) 1 2 3 4 5

I. INSTRUCTIONAL PROCEDURES

T	O		
		A.	Demonstrates knowledge of subject matter.
		B.	Plans for effective instruction.
		C.	Planning reflects the course of study objectives.
		D.	Involves students in the learning process through a variety of teaching methods.
		E.	Uses a variety of approaches to assess student learning.

Teacher Comments:

Observer Comments:

II. CLASSROOM MANAGEMENT

T	O		
		A.	Implements a discipline system fairly and consistently.
		B.	The atmosphere reflects student independence, self-discipline, and self-reliance.
		C.	Uses class time effectively.
		D.	Attends to all record-keeping, student assessment, and reporting in a timely manner.

Teacher Comments:

Observer Comments:

III. PROFESSIONAL RESPONSIBILITY

T	O		
		A.	Follows District policies and building procedures.
		B.	Communicates in a professional manner.
		C.	Participates in professional growth opportunities.
		D.	Fosters a working relationship with all members of the learning community.
		E.	Promotes and contributes to a positive and safe school climate.

Teacher Comments:

Observer Comments:

IV. PERSONAL CHARACTERISTICS

T	O		
		A.	Considers recommendations in a constructive manner.
		B.	Demonstrates organizational skills.
		C.	Exhibits dependability, responsibility, and flexibility.

Teacher Comments:

Observer Comments:

Teacher's Signature _____ Date _____

Observer's Signature _____ Date _____

**NORDONIA HILLS CITY SCHOOLS
TEACHER ASSESSMENT FORM**

Teacher's Name _____ School _____ Date _____

Observer _____ Subject/Grade _____

OBSERVATION KEY

- 1 – Meets Expectations
- 2 – Needs Improvement
- 3 – Potential for Growth
- 4 – Area of Strength

*Items marked “2” will be supported with specific comments.

ASSESSMENT KEY

- 1 – Meets Expectations
- 2 – Needs Improvement
- 3 – Unsatisfactory
- 4 – Not Applicable

*Items marked “2” or “3” will be supported with specific comments.

I. INSTRUCTIONAL PROCEDURES

OBS 1	OBS 2	OBS 3			ASSESSMENT
			A.	Demonstrates knowledge of subject matter.	
			B.	Plans for effective instruction.	
			C.	Planning reflects the course of study objectives.	
			D.	Involves students in the learning process through a variety of teaching methods.	
			E.	Uses a variety of approaches to assess student learning.	

II. CLASSROOM MANAGEMENT

OBS 1	OBS 2	OBS 3			ASSESSMENT
			A.	Implements a discipline system fairly and consistently.	
			B.	The atmosphere reflects student independence, self-discipline, and self-reliance.	
			C.	Uses class time effectively.	
			D.	Attends to all record-keeping, student assessment, and reporting in a timely manner.	

III. PROFESSIONAL RESPONSIBILITY

OBS 1	OBS 2	OBS 3			ASSESSMENT
			A.	Follows District policies and building procedures.	
			B.	Communicates in a professional manner.	
			C.	Participates in professional growth opportunities.	
			D.	Fosters a working relationship with all members of the Learning community.	
			E.	Promotes and contributes to a positive and safe school climate.	

IV. PERSONAL CHARACTERISTICS

OBS 1	OBS 2	OBS 3			ASSESSMENT
			A.	Considers recommendations in a constructive manner.	
			B.	Demonstrates organizational skills.	
			C.	Exhibits dependability, responsibility, and flexibility.	

Overall Rating:

_____ Meets Expectations _____ Needs Improvement _____ Unsatisfactory

EVALUATOR COMMENTS:

TEACHER COMMENTS:

The teacher's signature indicates only that he/she has seen and received a copy of the assessment. The signature does not necessarily indicate that he/she agrees with the assessment.

Teacher's Signature _____

Date _____

Observer's Signature _____

Date _____

APPENDIX F

NHEA SALARY SCHEDULE INDEX

<u>YEARS</u>	<u>BS</u>	<u>BS+15</u>	<u>BS+30</u>	<u>MAST</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PhD</u>
STEP 0	1.0000	1.0250	1.0600	1.0950	1.1100	1.1350	1.1600
STEP 1	1.0500	1.0800	1.1200	1.1600	1.1800	1.2100	1.2350
STEP 2	1.1000	1.1350	1.1800	1.2250	1.2500	1.2850	1.3100
STEP 3	1.1500	1.1900	1.2400	1.2900	1.3200	1.3600	1.3900
STEP 4	1.2000	1.2450	1.3000	1.3550	1.3900	1.4350	1.4650
STEP 5	1.2500	1.3000	1.3600	1.4200	1.4600	1.5100	1.5400
STEP 6	1.3000	1.3550	1.4200	1.4850	1.5300	1.5850	1.6200
STEP 7	1.3500	1.4100	1.4800	1.5500	1.6000	1.6600	1.6950
STEP 8	1.4000	1.4650	1.5400	1.6150	1.6700	1.7350	1.7700
STEP 9	1.4500	1.5200	1.6000	1.6800	1.7400	1.8100	1.8500
STEP 10	1.5000	1.5750	1.6600	1.7450	1.8100	1.8850	1.9250
STEP 11	1.5500	1.6300	1.7200	1.8100	1.8800	1.9600	2.0000
STEP 12	1.6000	1.6850	1.7800	1.8750	1.9500	2.0350	2.1000
STEP 13	1.6500	1.7400	1.8400	1.9400	2.0200	2.1100	2.1550
STEP 14	1.6800	1.7700	1.8700	1.9700	2.0500	2.1400	2.1850
STEP 17	1.7200	1.8100	1.9100	2.0100	2.0900	2.1800	2.2450
STEP 21	--	--	1.9500	2.0500	2.1300	2.2200	2.2850
STEP 25	--	--	1.9900	2.0900	2.1700	2.2600	2.3250
STEP 29	--	--	2.0300	2.1300	2.2100	2.3000	2.3650

NHEA SALARY SCHEDULE

EFFECTIVE August 15, 2012

<u>36,894</u> <u>YEARS</u>	<u>BS</u>	<u>BS+15</u>	<u>BS+30</u>	<u>MAST</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PhD</u>
STEP 0	36,894 1.0000	37,816 1.0250	39,108 1.0600	40,399 1.0950	40,952 1.1100	41,875 1.1350	42,797 1.1600
STEP 1	38,739 1.0500	39,846 1.0800	41,321 1.1200	42,797 1.1600	43,535 1.1800	44,642 1.2100	45,564 1.2350
STEP 2	40,583 1.1000	41,875 1.1350	43,535 1.1800	45,195 1.2250	46,118 1.2500	47,409 1.2850	48,331 1.3100
STEP 3	42,428 1.1500	43,904 1.1900	45,749 1.2400	47,593 1.2900	48,700 1.3200	50,176 1.3600	51,283 1.3900
STEP 4	44,273 1.2000	45,933 1.2450	47,962 1.3000	49,991 1.3550	51,283 1.3900	52,943 1.4350	54,050 1.4650
STEP 5	46,118 1.2500	47,962 1.3000	50,176 1.3600	52,389 1.4200	53,865 1.4600	55,710 1.5100	56,817 1.5400
STEP 6	47,962 1.3000	49,991 1.3550	52,389 1.4200	54,788 1.4850	56,448 1.5300	58,477 1.5850	59,768 1.6200
STEP 7	49,807 1.3500	52,021 1.4100	54,603 1.4800	57,186 1.5500	59,030 1.6000	61,244 1.6600	62,535 1.6950
STEP 8	51,652 1.4000	54,050 1.4650	56,817 1.5400	59,584 1.6150	61,613 1.6700	64,011 1.7350	65,302 1.7700
STEP 9	53,496 1.4500	56,079 1.5200	59,030 1.6000	61,982 1.6800	64,196 1.7400	66,778 1.8100	68,254 1.8500
STEP 10	55,341 1.5000	58,108 1.5750	61,244 1.6600	64,380 1.7450	66,778 1.8100	69,545 1.8850	71,021 1.9250
STEP 11	57,186 1.5500	60,137 1.6300	63,458 1.7200	66,778 1.8100	69,361 1.8800	72,312 1.9600	73,788 2.0000

STEP 12	59,030 1.6000	62,166 1.6850	65,671 1.7800	69,176 1.8750	71,943 1.9500	75,079 2.0350	77,477 2.1000
STEP 13	60,875 1.6500	64,196 1.7400	67,885 1.8400	71,547 1.9400	74,526 2.0200	77,846 2.1100	79,507 2.1550
STEP 14	61,982 1.6800	65,302 1.7700	68,992 1.8700	72,681 1.9700	75,633 2.0500	78,953 2.1400	80,613 2.1850
STEP 17	63,458 1.7200	66,778 1.8100	70,468 1.9100	74,157 2.0100	77,108 2.0900	80,429 2.1800	82,827 2.2450
STEP 21			71,943 1.9500	75,633 2.0500	78,584 2.1300	81,905 2.2200	84,303 2.2850
STEP 25			73,419 1.9900	77,108 2.0900	80,060 2.1700	83,380 2.2600	85,779 2.3250
STEP 29			74,895 2.0300	78,584 2.1300	81,942 2.2210	84,856 2.3000	87,254 2.3650

MEMORANDUM OF UNDERSTANDING

In the event the administration determines to add licensed personnel to perform in the capacity of tutors/small group instructors, the Superintendent shall ask the NHEA President to appoint representatives of the Association to meet with representatives of the Board to consider the duties which might be assigned to such persons, the qualifications to be required of the candidates and the salaries to be associated with such positions. The committee shall submit its report and recommendations to the LMC within thirty (30) days of the request of the Superintendent to the Association President. That timeline may be extended by mutual agreement.

The current 2009-2010 tutor seniority list shall be merged with the 2009-2010 teacher seniority list to make one seniority list. Forevermore, if the position of "tutor" is activated then the seniority list will be kept in accordance with §9.01311.

MEMORANDUM OF UNDERSTANDING

The Association and the Board discussed the implications of credit flexibility as provided for in SB 311 and the impact its implementation might have on the teachers of the Nordonias Hills City School District. Since this new law raises a number of concerns that are unknown at this time, the Association and the Board agree to review in good faith situations as they arise to clarify such issues as teacher of record, teacher work load and accountability. Nothing set forth here is intended to interfere with the rights of either party under O.R.C. Chapter 4117.

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MEMORANDUM OF AGREEMENT

This Agreement entered into this ___ day of October, 2011 by and between the Board of Education of the Nordonia Hills City School District ("Board"), by and through its Superintendent J. Wayne Blankenship ("Board"), and the Nordonia Hills Educators' Association ("Association"), by and through its President Patricia Kecskemety:

Representatives of the Association and Board have discussed modifying the existing collective bargaining agreement between the Board and Association to recognize and help remedy the financial challenges facing the District. In consideration of the following commitments and agreements, the parties agree as follows contingent on the passage of an operating levy at the November 2011 election:

1. Effective Nov. 15, 2011, each member of the bargaining unit shall be placed back one experience step on the salary schedule.
2. Article 5, Fringe Benefits, Section 5.031, shall be modified as follows:

Effective Nov. 15, 2011, the Board agrees to pay ninety four per cent (94%) of total premium for single coverage and eighty eight percent (88%) of total premium for family coverage for such employees. During the 2011-12 school year should state law mandate a particular level of employee contributions, such contributions shall be implemented for members of the Association assigned to positions regularly scheduled at 30 or more hours effective April 1, 2012.
3. No member of the bargaining unit will be RIF'd during the 2011-2012 school year.

These concessions will only go into effect if the levy passes on November 8, 2011.

Patricia Kecskemety, Pres. NHEA

J. Wayne Blankenship, Superintendent

