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AGREEMENT
BETWEEN
THE NORTH ROYALTON BOARD OF EDUCATION
AND
THE NORTH ROYALTON EDUCATION ASSOCIATION
CUYAHOGA COUNTY

August 1, 2013 through July 31, 2016

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NORTH ROYALTON BOARD OF EDUCATION
AND THE
NORTH ROYALTON EDUCATION ASSOCIATION

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SIGNATURE PAGE

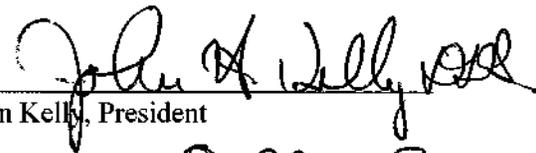
The terms of this Agreement shall be effective August 1, 2013, and shall extend through July 31, 2016, following ratification by the North Royalton Education Association and ratification by the North Royalton Board of Education.

North Royalton Education Association

North Royalton Board of Education



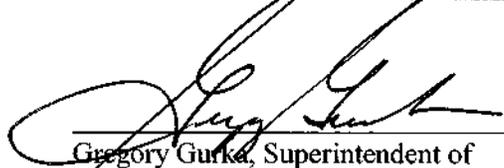
Jeff Rhodes, President



John Kelly, President

Date 8-29-13

Date 8-29-13



Gregory Gurka, Superintendent of
Schools, North Royalton

Date 8-29-13

ARTICLE 1

RECOGNITION, RESPONSIBILITIES, RIGHTS

A. Recognition of the Association

1. The Board recognizes the North Royalton Education Association, affiliated with the Ohio Education Association and the National Education Association (hereinafter referred to as the Association) as the sole and exclusive representative for the bargaining unit as set forth below in matters pertaining to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.
2. As used in this Agreement, the term "teacher" is defined as, and the bargaining unit covered by this Agreement is defined as: all full and part-time certificated/licensed personnel, including those on approved leaves of absence. A full-time teacher is one who is employed to perform a full day's work as defined in Article 25 of this Agreement for a minimum of one hundred twenty (120) days or more in the work year. A part-time teacher is one who works less than a full day as defined by this Agreement or less than the minimal standard of one hundred twenty (120) work days per work year. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent(s), Principals, Assistant Principals, all other supervisory and managerial personnel as defined in Chapter 4117 of the Ohio Revised Code and any other administrators employed pursuant to Section 3319.02 of the Ohio Revised Code and day-to-day substitutes.
3. A teacher hired as a long-term substitute shall become a member of the bargaining unit after sixty (60) days of employment in the same assignment. A teacher hired as a permanent substitute shall become a member of the bargaining unit after sixty (60) days of employment as a permanent substitute.

B. Recognition of Board

The Association recognizes the North Royalton Board of Education (hereinafter referred to as the Board) as the locally elected body legally charged with the establishment of policies for public education in the North Royalton School District and as the employer of all teaching personnel of the school system, and that the Board has the right to manage the schools.

C. Recognition of Superintendent

The Association and Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board.

D. Membership in Professional Organizations

Both parties recognize that teaching personnel have the right freely to organize, to join, and may support any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment.

E. Rights of Individuals

The provisions in this document shall not prohibit any teacher from presenting views or grievances which affect his/her status in accordance with Board policies and established procedures.

F. Rights of Association

1. In addition to the bargaining agent's rights delineated in Chapter 4117 of the Ohio Revised Code, the Association shall have the following sole and exclusive rights, so long as such use does not interfere with school business, which shall have priority:
 - a. Use of the School District's mail/e-mail service
 - b. Use of the teachers' mailboxes
 - c. Use of telephone (any long distance charges to be reimbursed)
 - d. Use of school-owned office equipment and audio visual equipment
 - e. Use of at least one bulletin board or a designated area at each school building.
2. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, so long as members involved in such Association business are not assigned to duties.
3. The Association President and/or his/her designee shall be granted up to a total of two (2) hours per week released time, with pay, for necessary Association business. The two (2) hours per week shall be non-assigned time and the principal of the school in which representatives teach must be notified before leaving the building.
4. The Association President shall be provided with line item agendas of the Board meetings at least one (1) day before the meeting, and shall receive a copy of the Board minutes upon Board approval.
5. The second Tuesday of each month shall be reserved for Association meetings. The administration shall schedule no meetings that interfere with Association meetings on these days. If the Association is not planning on having a meeting on that day in any month, either the Superintendent or principal shall be notified at least five (5) days in advance of the scheduled meeting so that the administration can then schedule a meeting(s) on that day.
6. The Superintendent shall grant a maximum of six (6) days, with pay, per school year for members of the bargaining unit to attend the OEA Delegate Assembly or other Association business approved by the Superintendent. The Association President shall advise the Superintendent at least seven (7) days in advance of the names of those members who will use this leave. No more than three (3) members shall use this leave at any one time.
7. The Association President shall receive a copy of all written Board policies.
8. The Association President shall receive all documents of public record upon request and without charge.
9. The Association has the right to address the Board on any agenda item at Board meetings.

10. The Association shall be provided a storage area.
11. The Association shall be provided an office with a phone.

G. Contractual Responsibilities

The negotiated Agreement is a part of the contract and salary agreement of each teacher.

ARTICLE 2

DURATION, EFFECT AND FORM

A. Effective Date of Agreement

This Agreement shall take effect August 1, 2013 and will remain in effect through July 31, 2016.

B. Entire Agreement

This Agreement shall constitute the entire negotiated agreement between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement and shall be controlling on both parties collectively and individually.

C. The parties agree to reopen the Agreement at the request of either the Board or the Association to bargain the effects of the "No Child Left Behind Act" which reauthorized the Elementary and Secondary Education Act, and related state law. The procedures set forth in Article 4, Negotiations Procedures, will govern these midterm negotiations.

D. Printing Agreement

As soon as possible, but not later than sixty (60) days, after the ensuing year's Agreement has been formally approved by both parties, the Agreement shall be revised to reflect changes, then printed, and a copy given to each teacher in the bargaining unit, each administrator, and Board member. The Board and the Association shall share equally in the cost of printing the Agreement.

E. Electronic Access

The Agreement will be posted on the District website.

ARTICLE 3

PROVISIONS CONTRARY TO LAW

Subject to the provisions of Section 4117.10(A), if any provision(s) of this Agreement between the Association and the Board is found to be contrary to law, then such provision(s) shall be deemed invalid to the extent such provision(s) is contrary to law and that provision(s) shall be altered to comply with the law if possible. All other provision(s) shall continue in full force and effect.

ARTICLE 4

NEGOTIATIONS PROCEDURES

A. Requests for Negotiations and Meetings

Either the Board or the Association may initiate negotiations by serving written notice to the Superintendent, on behalf of the Board, or the Association President, on behalf of the Association. The party initiating negotiations will notify the State Employment Relations Board (SERB) with a copy of the existing Agreement (unless the copy had been previously supplied), copying the other party with such communication. The first negotiations meeting will be held within thirty (30) days of the date on which the notice to negotiate was filed by either party. Unless the parties otherwise agree, negotiating sessions shall not extend beyond 10 p.m.

1. Both sides agree to meet, to confer and discuss matters of mutual concern, to listen to the views of the other, and provide necessary information and supportive data relevant to their proposals. If a proposal is unacceptable to one of the parties, that party should give reasons and, if feasible, offer counterproposals.
2. Interim reports of progress shall be made to the members of the Association by its representatives and to the Board by its representatives.
3. While discussions are in progress (any time prior to reaching impasse), any release prepared for news media will be approved by both negotiating teams. If discussions are temporarily interrupted before an understanding is obtained, it is advisable by mutual agreement to keep the considerations confidential until the discussions are completed.
4. During the meeting, either negotiating team may recess for independent caucus or conference as necessary.
5. Minutes of negotiations meetings will not be taped by either or both parties involved.
6. Meetings shall start promptly, but no later than fifteen (15) minutes after the pre-determined starting time.
7. At the first negotiations meeting between the Association and the Board, complete agendas, including proposals and approximate monetary costs shall be exchanged.

8. Every effort will be made to conclude negotiations within forty-five (45) days prior to the expiration date of this Agreement. If negotiations have not been concluded by that time, either party may declare impasse.

B. Representation

Representative members of the Board or their designated representatives shall meet with designated representatives of the Association to negotiate in good faith. No final agreement shall be executed without ratification by the Association and the Board. It is assumed that both parties have been given the privilege of making proposals, considering proposals, and offering counterproposals in the course of negotiations.

C. Responsibilities During Negotiations

1. Negotiations must be recognized by both parties as a shared process.
2. No member of either negotiating team shall in any way be penalized or censured because of his/her participation in negotiations.
3. At the close of each meeting, items of negotiations which have been tentatively agreed upon shall be reduced to writing and initialled by each party with such initialling signifying only that tentative agreement has been reached on these items.
4. Until all negotiations meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

D. Agreement

When an Agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the members of the Association and Board for formal approval. Upon approval, the Agreement shall be signed by the parties and shall become part of the official minutes of the Board and a part of the contract of the individual teachers.

E. Impasse of Negotiations

The Board and the Association negotiating teams pledge themselves to meet, confer and discuss matters of concern. If impasse is declared by either party, as provided for in Section A8 of this Article, it is with the understanding that impasse proceedings are declared on all issues where tentative agreement has not been reached and the following procedures will be implemented:

1. Intermediary Panel

- a. An Intermediary Panel, comprised of two (2) members from each negotiating team will be formed. Each party will have the privilege of designating which two (2) members of its negotiating team will serve as members of the Panel. The Panel will be limited to discussion of such matters upon which agreement cannot be reached through the negotiating process. All four (4) members of the Panel must be in agreement before any issue is presented for consideration.

- b. Within fifteen (15) days after impasse is declared, or by a mutually agreed upon date, the Panel shall report the mutually agreed upon proposals to the Executive Board of the Association and the Board for their consideration.

2. Final Impasse Procedure

- a. If, following the implementation of the provision of paragraph E 1 above, no tentative agreement has been reached, either party may request the appointment of a mediator through the Federal Mediation and Conciliation Service (FMCS). Any cost shall be paid equally by the parties.
- b. The mediator assigned through FMCS shall have the authority to recommend but not to bind either party to any agreements.
- c. Mediation concludes on the date the Agreement expires, unless otherwise agreed by the parties.
- d. The procedure set forth in this Article represents a mutually agreed dispute settlement procedure which supersedes the procedures contained in Section 4117.14, Ohio Revised Code, except that the Association retains the right to strike by following the procedures required in Chapter 4117, Ohio Revised Code.

F. Alternative Procedure

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss whether an alternate negotiations procedure (e.g., Interest Based Bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules will be established and Article 4.A.7. shall be waived.

ARTICLE 5

GRIEVANCE PROCEDURE

A. Introduction

- 1. With the realization that problems between Association members and the Board and administration of the North Royalton City Schools do arise in the operation of an educational system, and with a main objective being to maintain a good working relationship between these parties, this grievance procedure is written and designed to afford a fair and rapid resolution to said disputes.
- 2. To guarantee a fair and rapid resolution, it is necessary that both the Association and the Board and administration cooperate fully in all phases of the procedures. Also, any final decisions reached regarding disputes arising out of this Agreement and consistent with this procedure must be binding on both parties to be effective. No reprisals of any kind will be taken by the Board or by any member of the administration against any party of interest, any

building representative, or any other participant in the grievance procedure by reason of such participation.

B. Definitions

1. A "grievance" is a claim by the Association or by a member(s) of the bargaining unit that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or a violation of his/her right to fair treatment.
2. The term "days" when used in this Article shall mean teacher working days unless otherwise indicated. Thus, weekend and vacation days are excluded.
3. A "party of interest" is the person or persons making a claim, including their designated representative as provided for herein, and any person or persons whom action might be taken against in order to resolve the grievance.

C. Procedure

In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance, within ten (10) days, with his/her building principal or immediate supervisor, either personally or accompanied by the Association's building representative or an alternate appointed by the Association President. These ten (10) days begin from the date a grievant knew of the basis for the grievance. By mutual agreement of the Association and the Superintendent, a grievance filed by the Association or a grievance where the building principal does not have sole authority to make any adjustment may be initiated at Level 2.

LEVEL 1

If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may, as soon as possible, and not later than five (5) days, invoke the formal grievance procedure on a form signed by the grievant (Appendix B) and the designated building representative of the Association, which form shall be provided by the Board and shall be available from the Association representative in each building. The grievance form shall set forth the date of the alleged grievance and the informal grievance meeting, the precise action or inaction that is claimed to be a violation, misinterpretation or misapplication of the Agreement or the violation of fair treatment, a reference to the specific provisions(s) of the Agreement involved (where applicable), and the relief sought by the grievant. If the grievance involves more than one school building or involves a central office administrator, it may be filed directly with the Superintendent or his/her representative. A grievance not formally filed within fifteen (15) days from the date when the grievant(s) knew of the existence of the basis for the grievance shall be deemed waived and not arbitrable.

The principal shall indicate his/her disposition of the grievance in writing within five (5) days and shall furnish a copy thereof to the Association.

LEVEL 2

If the grievant and/or the building representative is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) days of such meeting, the grievance

shall be transmitted to the Association's (PR&R) Committee for review. Within five (5) days of receipt of the grievance, the PR&R Committee shall decide whether or not to continue to process the grievance. If the PR&R Committee decides that no grievance exists, and so notifies the grievant, the teacher may continue to process his/her claim without Association support. If the PR&R Committee decides there is a grievance, it shall immediately process the claim with the Superintendent or his/her representative. A meeting with the Superintendent or his/her representative, the aggrieved party, and the Association's PR&R Committee may be requested by either party within the time limit established in the step. Within fifteen (15) days, the Superintendent shall indicate the disposition of the grievance in writing and shall furnish copies thereof to all parties involved.

LEVEL 3

If the PR&R Committee is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been rendered within the fifteen (15) days specified immediately above, the grievance shall be immediately transmitted to the American Arbitration Association, along with a cover letter requesting a list of ten (10) National Academy arbitrators. Within five (5) days of receipt of this list, an arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list and if a second list is requested, the parties shall, within five (5) days of the receipt of the second list, select an arbitrator by the alternate strike method. The arbitrator so selected shall render his/her decision within thirty (30) days of completion of the hearing, unless otherwise agreed by the parties. Upon mutual agreement of the parties, the grievance may be decided by the arbitrator under the "expedited arbitration" rules of the American Arbitration Association.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of an issue presented that is proper with the limitations expressed herein.

The decision of the arbitrator shall be binding on both parties. Cost for the services rendered by the impartial arbitrator shall be paid by the party that does not prevail in the arbitration. As a part of the award, the arbitrator shall assess costs and if one party does not clearly prevail, the arbitrator shall determine the amount to be paid by each party. If the grievance is settled before the arbitration decision, the costs shall be divided equally between the parties.

D. Time Limitation

The time limits in this procedure shall be strictly observed but may be extended by agreement of the parties involved (PR&R Committee and Superintendent). In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school year.

E. Personal Complaints

If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for the Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms

of this Agreement or of the rules and regulations as set forth by the Board. In the administration of the grievance procedure, the interests of the teacher shall be the sole responsibility of the Association.

ARTICLE 6

DEFENSE AND INDEMNITY

(LIABILITY COVERAGE)

- A. The Board shall provide for the defense and indemnification of any teacher, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the teacher in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the teacher was acting in good faith and not manifestly outside the scope of his/her employment or official responsibilities. Amounts expended by the Board in the defense of its employees shall be from funds appropriated for this purpose or from proceeds of an insurance policy. The duty to provide for the defense of a teacher as provided in this section does not apply in a civil action or proceeding that is commenced by or on behalf of the Board.
- B. The Board shall indemnify and hold harmless any teacher in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the teacher in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the teacher was acting in good faith and within the scope of his/her employment or official responsibilities. The duty to indemnify and hold harmless a teacher as provided in this section does not apply in a civil action or proceeding that is commenced by or on behalf of the Board.
- C. Any teacher whose act or omission may be the subject of a claim shall have the right, if he/she so requests, to have twenty-four (24) hours to secure advice before he/she is required to file a written accident report involving such incident.
- D. Any teacher whose act or omission may be the subject of a claim against the Board shall have the right, if he/she so requests, to be represented in any meeting or proceeding which such teacher attends at the request of the administration, the Board attorneys or the insurance company.
- E. Should there be any claim of liability or damages against any teacher, said teacher shall have the right to employ co-counsel, at the teacher's expense, in any and all actions to defend his/her interests.
- F. There shall be no materials relating to such incident placed in the personnel file of a teacher whose act or omission may be or is the subject of a claim, except for accident reports developed by the administration.
- G. Without the express written concurrence by the teacher whose act or omission may be or is the subject of a claim, there shall be no media release and/or other publicity relating to such incident by

the Board. Without the express written concurrence by the Board, there shall be no media release and/or other publicity relating to such incident by the Association and any teacher.

- H. The Board will provide adequate release time for a teacher who is required to prepare for or attend any discovery proceedings or court proceedings involving any claim against a teacher, or in which a teacher is a material witness to the incident. Said release time will not result in the teacher's loss of wages or deduction from any Board-approved leave.
- I. Both the Board and the Association will mutually share information relating to a potential or actual claim involving a teacher whose act or omission may be the subject of such claim.
- J. The Board will meet its obligation to defend and indemnify in a fiscally responsible manner by whatever means it determines to be in the best interest of the School District, giving consideration how to best protect the general funds of the District at the lowest cost to the District. The Board intends to meet this obligation in the foreseeable future by purchasing liability insurance in the amount of at least \$1,000,000 per occurrence, \$3,000,000 aggregate and excess coverage above the basic policy of \$1,000,000 until such point in time as other alternatives become feasible.
- K. Teachers shall cooperate fully to assist in the defense of claims asserted against the Board wherein the act or omission of a teacher is alleged to have resulted in the injury or loss which is the subject of such claim.
- L. The Board may enter into a consent judgment or settlement and may secure releases from liability for itself or a teacher, with respect to any claim for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function. The teacher will be contacted regarding a proposed settlement or consent judgment releasing the teacher's liability if the insurance company notifies the Board in advance of the settlement, but failure to so consult shall not nullify any settlement or consent judgment.
- M. No grievance, action, or appeal of any kind shall be brought by any teacher or the Association with respect to the decision of the Board, or on or behalf of the Board, whether to enter into a consent judgment or settlement or to secure releases, or concerning the amount and circumstances of a consent judgment or settlement, including whether the teacher was contacted or consulted regarding the consent judgment or settlement. Amounts expended for any settlement shall be from funds appropriated for this purpose or from proceeds of insurance.

ARTICLE 7

PERSONNEL FILES

In addition to other rights granted to teachers under Ohio law with respect to their personnel files:

- A. A teacher shall be permitted to examine his/her file upon reasonable notice to the administration during normal business hours.
- B. Prior to or at the time a document is placed in a teacher's personnel file, the teacher shall be given a copy of said documents. (This provision shall apply only to documents related to a teacher's

performance and shall not apply to documents such as insurance forms, sick leave forms and other forms of similar nature.)

- C. There shall be one personnel file for each teacher. This does not preclude a principal and/or designee from maintaining temporary records.
- D. The contents of each teacher's personnel file shall be limited to items relating to work performance, discipline and routine financial and personnel data.
- E. All file entries are to be signed and dated by the teacher's supervisor.
- F. No anonymous documents shall be placed in a teacher's personnel file.
- G. A teacher may have a copy of any item in his/her personnel file at no cost.
- H. If any person other than an administrator or any governmental agency requests to see the personnel file of any teacher, the teacher shall be notified prior to the person making the request receiving the file.
- I. A teacher may challenge the accuracy, relevance, timeliness or completeness of personal information that pertains to him or her under the provisions of Chapter 1347, Ohio Revised Code.

ARTICLE 8

EVALUATION PROCEDURE

- A. The evaluation procedure for OTES teachers shall be in accordance with the Board's standards-based evaluation policy and the North Royalton City Schools Evaluation Manual. Non-OTES bargaining unit members will be as set forth in the North Royalton Teachers Evaluation Manual. Any changes in the standards-based evaluation policy and/or the North Royalton City Schools Evaluation Manual shall be by mutual agreement of the parties. See Appendix E. The evaluation procedure set forth in the North Royalton Teachers Evaluation Handbook for non-OTES shall supersede the procedures contained in Section 3319.111, Ohio Revised Code.
 - 1. In the case of a short-term absence of a teacher being evaluated [ten (10) working days or fewer] the evaluation process timelines may be extended by the number of days equal to the days of absence. In the case of either an evaluatee's or evaluator's long-term absence, the evaluator's replacement shall continue the evaluation process and timelines may be extended by mutual agreement of the evaluator and evaluatee. If no mutual agreement is reached, the Association President and the Superintendent or his/her designee shall mutually establish new evaluation timelines. Without his/her consent, no teacher shall be observed/evaluated on the day he/she returns from an absence of three (3) days or more. For teachers on a long term absence (i.e. parental leave, etc.) for more than fifty-percent (50%) of any school year, the OTES/SGM reported to the state will not be

used in calculations to determine effectiveness ratings for purposes of a reduction in force. Instead, the teacher will be given the option of utilizing either:

- a. Current data, if available; or
 - b. An average of the last 3 years of student growth data for that teacher.
- B. The Evaluation Committee will meet at least annually during the school year for the purpose of making recommendations to the Board for revisions to the standards-based teacher evaluation policy and to recommend changes to the procedures for non-OTES employees to the Board and NREA.
- C. The Committee will consist of the Association President, Superintendent or his/her designee, and a teacher and an administrator from each school building.

ARTICLE 9

REDUCTION IN FORCE

- A. The Board may make a reasonable reduction in the certificated/licensed staff for the reasons set forth in Ohio Revised Code Section 3319.17.
- B. When the Board determines that it is necessary to reduce teachers for one or more of the above reasons, the following procedures shall apply:
1. Attrition

To the extent possible, the number of teachers affected by a reduction in force will be kept to a minimum by not employing replacements for teachers who retire or resign or whose limited contracts are not renewed for performance reasons.
 2. Reduction Other than by Attrition/Effect of Seniority:
 - a. To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for performance reasons, reductions will be achieved by suspension of contracts. Suspension of contract means that a teacher will be placed in an inactive state of employment from an active state of employment. A teacher whose contract will be suspended shall, if reasonably possible, be notified of such suspension by April 30, but in no event less than thirty (30) days prior to the suspension.
 - b. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. The application of the term "comparable" as applied to teacher evaluations, shall occur pursuant to the Board adopted, standards-based teacher evaluation policy defining that term.

- c. For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers), comparability of evaluations will be determined by totaling the values of each specific level of performance area and dividing that number by the total number of areas. The subsequent number will be used to determine comparability. In all cases, decisions will not be arbitrary or capricious.
- d. In those instances where seniority is involved (i.e., when selecting from teachers with comparable evaluations), the following procedures will apply:
 - 1. Whenever suspension of a teacher's contract is necessary, seniority and areas of certification shall be the exclusive criteria in determining such suspensions. The contract of teachers with limited contracts shall be suspended before the contracts of teachers with continuing contracts.
 - 2. Each teacher shall be placed on the seniority lists in each of the teaching fields in which the teacher is certificated/licensed, except that Individual/Small Group Instructors (formerly tutors) shall be placed only on a separate seniority list for Individual/Small Group Instructors. If an Individual/Small Group Instructor moves into another bargaining unit position, his/her seniority shall be transferred with him/her. For purposes of advancement on the seniority list, a teacher or Individual/Small Group Instructor shall be granted a year of experience only if employed for a minimum of one hundred twenty (120) days in each school year, with each day consisting of at least three and one-half (3-1/2) hours.
 - 3. Seniority shall be determined by the length of continuous service in the North Royalton City Schools. Among those with the same length of continuous service, seniority shall be determined by:
 - (a) The date of the Board meeting in which the teacher was hired; and then by
 - (b) The date the teacher signed a limited contract upon initial employment with the North Royalton Board; and then by
 - (c) The date on which the teacher submitted the first completed job application within the two (2) year period preceding the effective date of the teacher's first teaching contract with the North Royalton Board of Education, if the date is available.
- e. Length of continuous service shall not be interrupted by authorized leaves of absence; however, when a teacher leaves, resigns, and then returns to the system, that teacher loses his/her seniority. A teacher taking a leave of absence returns with the same seniority with which he/she left.

- f. Seniority Lists: At least sixty (60) days before the effective date of the proposed reduction in teachers, the Association President shall receive in writing a list of all teachers, by seniority, in each category of certification/licensure.
- g. Recall Lists: At least fifteen (15) days before the Board meeting at which the action is to be taken and after each teacher affected is informed by the Board, the list of teachers whose contracts are recommended for suspension will be provided to the Association President. This list shall constitute the Recall List.

C. Recall

1. A teacher whose name appears on the Recall List shall be returned to active employment when a vacancy becomes available for which he/she is certificated/licensed or becomes certificated/licensed while on the Recall List.
2. Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between members with comparable evaluations. When selecting among members with comparable evaluations, bargaining unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are licensed/certificated. Teachers with continuing contracts shall be returned to active service before teachers with limited contracts.
3. No new teachers will be employed by the Board while there are teachers on the Recall List who are certificated/licensed for any vacancy in a teaching position.
4. If a teaching vacancy occurs, that vacancy shall be filled by recalling certificated/licensed teacher for the vacant position as set forth above. If no teachers on the teacher Recall List are certificated/licensed for the position, the vacancy shall then be filled, at the Superintendent's discretion, either by transferring a currently employed Individual/Small Group Instructor to fill the vacancy, or by recalling an Individual/Small Group Instructor on the Individual/Small Group Instructor Recall List who is certificated/licensed for the vacant position.
5. If an Individual/Small Group Instructor vacancy occurs and there are no Individual/Small Group Instructors on the Individual/Small Group Instructor Recall List but there are teachers on the teacher Recall List who are certificated/licensed for the position, a teacher Recall List shall be recalled to the Individual/Small Group Instructor vacancy in accordance with the above. A teacher who is recalled to an Individual/Small Group Instructor vacancy under this provision shall nevertheless remain on the teacher Recall List to be available for recall to a subsequent teacher vacancy which may occur.
6. In the event 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 address on file in the Personnel Office. It shall be the responsibility of each teacher to notify the Board of any change in address.

7. If a teacher fails to accept full-time active employment status in writing within fifteen (15) days, excluding Saturdays, Sundays and holidays, from the date said notification was mailed, said teacher shall be considered to have declined said offer and shall be removed from the Recall List.
8. A teacher on the Recall List shall, upon acceptance of the 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 enjoyed at the time of suspension. A teacher on the Recall List who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.
9. A teacher's name shall remain on the Recall List for two (2) years following the date he/she is first placed on the List, unless removed earlier for reasons set forth in this Article.
10. A teacher on the recall list may refuse a substitute position or a position of fewer hours than he/she previously held and still remain on the Recall List.

D. Teacher Re-location

The administration will assist all teachers affected by RIF procedures in obtaining teaching positions in other school districts by actively seeking vacancies, forwarding credentials, writing letters of recommendation, and any other assistance possible.

E. Provisions Relating to Teachers Employed Specifically for Non-Public Assignments

The employment of those teachers employed specifically for assignment to non-public schools, who are paid from "pass through" funds received by the Board for that purpose from the State Department of Education, shall be subject to the needs and preferences of the administration of the non-public school to which they are assigned. In the event the Board is advised in writing by the administration of the non-public school that the services of a teacher assigned to that non-public school are no longer needed, the contract of such teacher shall be suspended and he/she shall be placed on a Recall List. Teachers whose contracts are suspended under the provisions of this section shall have all rights under this Article, except that recall shall be only to a position for assignment to a non-public school.

ARTICLE 10

TERMINATION AND NON-RENEWAL

The termination of an existing contract shall be in accordance with applicable statutes and shall not be subject to the grievance procedure of this Agreement. The non-renewal of a teacher's limited contract shall be in accordance with applicable statutes, except to the extent evaluation requirements are modified by Article 8, and shall not otherwise be subject to the grievance procedure of this Agreement.

The Board shall not non-renew any member of the bargaining unit for arbitrary or capricious reasons.

ARTICLE 11

VACANCIES, TRANSFERS, AND JOB SHARING

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers.
 - 1. Requests by a teacher for transfer to a different class, building or position shall be made in writing, on a form furnished by the Board, to be distributed on or about March 15th of each year. The application shall set forth the school and grade or position sought. Such requests will remain valid for one (1) year or until withdrawn by the teacher within that year.
 - 2. An involuntary transfer will conform to the procedures of Article 21, Section C.
- B. A vacancy shall be defined for purposes of this Agreement as a position previously held by a teacher or when a new position is created.
- C. When the Board determines to fill a vacancy, including administrative vacancies, the vacancy shall be posted in each building and the identical posting shall be placed on the District website for five (5) days. Notice of vacancies shall be sent to each teacher with the Superintendent's August "Welcome Back" letter.
- D. Whenever a vacancy arises or is anticipated, the Superintendent or his/her designee shall promptly notify teachers who have expressed an interest in said position or a similar position. If school is not in session, teachers so notified shall have the responsibility of contacting the Superintendent or his/her designee indicating their interest in said position within five (5) calendar days of receiving such notification.
- E. Any teacher who notifies the Superintendent or his/her designee that he/she is interested in a position shall be considered for that position.
- F. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant.
- G. When a new building is opened, teachers presently teaching the grade levels that will be housed in the new building shall be given first consideration to be transferred to that new building (1) before other transfer requests are considered and (2) before teachers outside the system are employed in that building.
- H. The Superintendent or designee will meet and confer with affected teachers and the Association President with regard to any pilot and/or experimental programs which may result in reassignment of teachers. At such meeting(s), the Superintendent or designee will explain the teaching position ramifications when the pilot and/or experimental program is completed.
- I. When there is a bargaining unit vacancy, any teacher who is properly certificated/licensed for the vacancy and applies for it either via posting or intent form shall receive a notice of consideration.

- J. Job sharing shall refer to a voluntary option available for teachers, subject to the prior approval of the Superintendent, to share one full-time position.
1. Teachers shall assume responsibility for finding job sharing partners. No teacher shall be required to job share.
 2. Partnerships must be formed by June 1st.
 3. Each teacher shall acquire one (1) year seniority for each year of job sharing worked.
 4. A job sharing partnership shall last one (1) school year.
 5. Upon dissolution of the job sharing partnership, each job sharing teacher shall be guaranteed a full-time position in the school from which he/she left if a position is available in that school. If a position is not available in his/her previous school, he/she shall be given a full-time position for which he/she is certificated/licensed within the School District.
 6. Due to the nature of job sharing, such arrangements will not always reflect an exact 50% split of responsibilities. Consequently, job sharing approved by the Superintendent may assign varying percentages to each teacher for purposes of determining salary and benefits. It is further understood that, due to the need for coordination of educational programming, etc., the actual amount of the work day needed to facilitate a successful job share may exceed the percentage assigned by the Superintendent for pay and benefits and the amount of the work day shall be agreed upon in writing at the time the job share is approved.
 7. In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid the appropriate prorated amount at the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.
 8. A written grading philosophy and discipline standard in compliance with existing policies will be agreed upon by the participants and the building principal. Said philosophy and standard will be kept on file in the Principal's office, and distributed and discussed with parents within the first three (3) weeks after the start of school. The same holds true for new subjects.
 9. Equity of work load/time on duty will be attempted at all times by all participants concerned. A schedule will be determined and agreed upon before the building schedule is finalized. Teachers and building principal will meet to discuss room assignment, scheduling, supplies, etc. as soon as said items are determined.
 10. Both teachers will be present for Open House and evening conferences. Teachers will work their regular day on in-service and conference days.

ARTICLE 12

COMMUNICATIONS

A. Labor Management Committee

The Superintendent and representatives of each school's staff shall meet each month during the school year to discuss matters of common interest. Labor Management Committee meetings are not to be construed as negotiations.

1. The Association President and the Superintendent will schedule the meetings at mutually convenient times during the first week in September and for each month of the school year, and the dates and names of the committee members will be posted in each building.
2. The committee, at an appropriate meeting, will include discussion of the ensuing year's calendar. This item will be discussed prior to the formulation of the calendar.

B. Principal's Communication Committee

1. A principal's communications committee will be formed in each building, and will meet regularly each month during the school year. Additional meetings may be scheduled upon request to the principal.
2. The principal shall be a member of the committee.
3. Each committee will consist of not fewer than two (2) elected members of the building teaching staff.
4. Dates and times of regular monthly meetings will be distributed to all teaching staff twenty-four (24) hours in advance, therefore, affording all staff the opportunity to place items on the agenda.
5. The committee is advisory only. Building concerns, rules, procedures and other similar matters or proposed changes thereof shall be proper subjects for committee consideration.
6. Student discipline shall be a proper subject to this committee and the committee shall address but not be limited to the following:
 - a. The Student Code of Conduct.
 - b. Suspension and Expulsion definitions.
 - c. Emergency removals as delineated in Ohio Revised Code.
 - d. Attendance procedures within respective levels.
 - e. Uniformity of enforcement within the respective levels.

ARTICLE 13

EXTRA-CURRICULAR ACTIVITIES

Participation in school-community activities on the part of teachers will indicate to the community that teachers have a sincere interest in the entire school program and student body. Therefore, for better school-community relations, teachers are urged to attend as many school-community activities as possible in the time that they can utilize.

ARTICLE 14

FACULTY MEETINGS AND PROFESSIONAL STAFF DEVELOPMENT

A. Faculty Meetings

Faculty meetings may be scheduled by the administration as needed, within reasonable limits. No more than fifteen (15) meetings in each building will be scheduled per year, and meetings will be limited to a maximum of one and one-half (1-1/2) hours in length. Voluntary committee and/or subcommittee meetings are not included in this limitation.

B. Professional Staff Development

1. The Board will attempt to contract for specific college courses, on site; Board will pay cost for individuals if no salary schedule credit is available; individuals to pay for their costs if salary schedule credit is available.
2. Recognizing that education is a highly skilled profession and further recognizing that advances do occur in educational technology and teaching methods, it is expected that the teachers continue to advance and improve their professional backgrounds and skills by participating in professional growth experiences. Examples of these experiences could include college credit, workshops, seminars, etc. The details will be determined by the North Royalton Professional Development Committee.

ARTICLE 15

PROFESSIONAL ORGANIZATIONS

The Association will encourage its members to actively participate in the professional subject discipline areas of their major teaching assignments, particularly as they pertain to curriculum improvement.

ARTICLE 16

DEPARTMENT CHAIRPERSONS

Whenever possible, high school department chairpersons should be selected from teachers presently active within the department. A teacher with a full-time teaching assignment in the department will serve as department chairperson. In the event that there are two (2) or more interested teachers with full-time assignments in a department, one (1) will be selected by the building principal. High school departments with fewer than three (3) teachers will be represented by one (1) designated teacher in all department chairperson meetings. Department chairpersons will be relieved of certain duties at the high school as set forth in Article 25, Paragraph C.5.

ARTICLE 17

STUDENT DISCIPLINE

Provisions for student discipline as determined by Board policy shall be included in the Handbooks (Rules and Regulations) for each building.

ARTICLE 18

LEAVE POLICIES

A. General

1. A teacher who has been granted a leave of absence will be restored to service at the end of that leave.
2. All teachers on an unpaid leave of absence shall have the option to purchase any or all of the fringe benefits in Article 37 at the group rate paid by the Board for up to twenty-four (24) months and at the teacher's expense.
3. As used in this Article, "same position" does not necessarily mean the same room, class schedule or grade level.
4. A teacher on leave of absence does not lose his/her seniority, but returns with the same seniority with which he/she left and shall be placed on the appropriate step of the salary schedule.

B. Personal Leave

1. Three (3) days of non-cumulative personal leave per school year will be granted to each teacher upon filing proper documentation for the following reasons: legal, graduation, marriage, religious observance requiring abstinence from work, change of domicile, funeral or illness not covered in sick leave, travel related to personal leave request, or personal business which could not be performed at any other time. This does not preclude the Board

or its designee from granting additional benefits (including the use of personal leave in an otherwise restricted circumstance and/or allowance of an unpaid "dock" day) when, in its judgment, the request is made for emergency or for extenuating reasons.

2. In the absence of an emergency or extenuating reason as set forth above, personal leave will not be allowed in the following instances:
 - a. the first day of school
 - b. the last day of school
 - c. in-service/professional development days as listed on school calendar
 - d. open house

Note: Wedding or honeymoon days would not meet these criteria; religious holidays of the individual's faith, requiring total abstinence from work, would meet these criteria.

3. A maximum of six percent (6%) of the teaching staff may use personal leave on the same day, except from the beginning of May through the end of the school year and on the work day immediately prior to or following holidays included in the school calendar, vacation periods, or other days of teacher non-attendance, including weekends contiguous to any of the above, wherein the maximum will be reduced to five percent (5%) of the teaching staff. Additional teachers may use personal leave with the prior approval of the Superintendent or his/her designee.
4. Except in case of emergency, bargaining unit members shall give a minimum of forty-eight (48) hours advance notice of their intent to use personal leave.
5. Prior approval for additional personal leave from the principal and the Superintendent or his/her designee is mandatory.
6. Personal leave may be used in half day increments only with specific stated reasons (i.e., not merely "personal business").
7. The three (3) days of non-cumulative personal leave shall be prorated for teachers hired or returning from approved unpaid leaves on a date occurring after the beginning of any school year as follows: teachers hired or returning before the end of the first nine week grading period will be granted three (3) personal days. Teachers hired or returning after the end of the first nine week grading period but before the end of the second will be granted two (2) personal days; teachers hired or returning after the end of the second nine week grading period but before the end of the third will be granted one (1) personal day; and teachers hired or returning at any time after the end of the third nine week grading period will not be eligible for personal leave.
8. Teachers may convert any unused personal leave to sick leave; however, such conversion will disqualify the teacher for any benefits otherwise available under Article 42, Paragraph N (Merit Incentive For Attendance Payments). It shall be the teacher's responsibility to file by June 15th a written request to convert unused personal leave to sick leave (Appendix D).

C. Sabbatical Leave

1. Subject to the provisions of Section 3319.131, Ohio Revised Code, sabbatical leave for study and research at or in conjunction with an accredited university or recognized institution such as a governmental agency may be granted by the Board to teachers who have completed at least five (5) years of service in North Royalton.
2. The Board shall grant leave to no more than two percent (2%) of the teachers at any one time.
3. Sabbatical leave may not be granted to a teacher more often than once every five (5) years of service, nor may such leave be granted a second time to the same teacher when other teachers have filed a request for such leave.
4. A teacher who is granted a sabbatical leave will be required to return to the staff of the North Royalton City Schools for at least one (1) year. Failure to return for at least one (1) year will result in an immediate forfeiture of any funds paid to a teacher for sabbatical leave as provided herein unless the teacher dies or qualifies for disability retirement. This restriction shall not apply to teachers with twenty-five (25) years or more of teaching in Ohio schools.
5. A sabbatical leave may be granted for one semester, one full year, or for the last semester of one year and the first semester of the following year. Each teacher on leave shall receive a salary equal to the difference between his/her expected salary and that of his/her substitute, assuming such expected salary is greater than that paid to the substitute. Teaching credit shall be given the same as if the teacher on sabbatical was teaching in the system. The teacher on sabbatical may continue at his/her cost, all fringe benefits at the group rate.
6. Upon return from sabbatical leave, the teacher shall be entitled to reinstatement to the same position held prior to the leave, or if that position is no longer in existence, to a substantially equivalent position. If the sabbatical leave is for the last semester of one year and the first semester of the following year, the teacher shall be entitled to reinstatement to the same or substantially equivalent position.
7. Application for sabbatical leave shall be made in writing to the Superintendent not later than March 15th or October 15th, preceding the school term within which the leave is desired. The application shall include a plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the school system.

D. Parental Leave

Any teacher, upon the occasion of a parental leave event, [i.e., adopting a child under the age of six (6), or becoming a parent by childbirth, or becoming a custodial guardian of a child under the age of six (6)], shall be, upon request and on the conditions set forth below, granted a parental leave of absence without pay or benefits.

1. Leave Rights

Parental leave, beginning on or before May 1st, shall be for the remainder of that school year, or for the remainder of that semester, or for the remainder of that marking period and may be extended upon timely application made by the teacher to the Personnel office for an additional adjacent semester or school year as set forth below. For parental leave events occurring after May 1st in any school year, such teachers are eligible for parental leave for the subsequent school year and the following adjacent school year, provided that proper notifications are given in accordance with this section.

2. Initial Application for Leave

- a. Requests for initial parental leave shall be filed with the Personnel office at least thirty (30) calendar days prior to the beginning of requested leave unless (in the case of adoption or unusual conditions) it is impossible to do so. If the thirty (30) day notice cannot be given, it is the teacher's responsibility to notify the Personnel office as soon as possible. The initial application for parental leave shall be in writing, and shall contain a statement of the expected date of birth or, in the case of adoption or the date of obtaining custody, the date on which the leave is to commence and the date the teacher anticipates return to service. Parental leave must begin no later than six (6) weeks after the birth (or at the beginning of the school year if the parental leave event occurs during the summer but at least six (6) weeks before the beginning of the school year), obtaining custody in an adoption, or becoming a custodial guardian, or at the expiration of any authorized sick leave relating to such parental leave event. Leave for each parental leave event including extensions is continuous and once granted, may not be interrupted by a return to paid status.
- b. Such return date shall be the beginning of a marking period unless the teacher makes a mutual agreement with the Superintendent to return at a different time. If a teacher would like to return other than at the beginning of the next succeeding school year, semester, or marking period, upon the teacher's request the Superintendent or his/her designee shall meet with the teacher to discuss the possible return date.

3. Extension of Leave

- a. To be timely, an application for an extension of parental leave into the adjacent school year must be made by May 1st for any teacher who is on such leave on or before that date. For teachers with parental leave events occurring after May 1st who take initial parental leave the adjacent school year, the May 1st deadline refers to May 1st of that initial year of parental leave for extensions of that leave into the following year. In any other circumstance, a request for an extension of leave must be made as soon as possible, but in no case later than thirty (30) days prior to the beginning of the adjacent semester or school year for which the extension is sought.
- b. A parental leave multiple event, such as the birth of twins, the adoption or obtaining custody of two or more children under the age of six (6), will be deemed as a single parental leave event for purposes of this section.
- c. Teachers on parental leave who experience an additional parental leave event while on such leave may extend parental leave for the additional adjacent school year.

Application for this extension should be made as soon as possible, but no later than forty-five (45) days before this extension is to begin.

4. Reinstatement Rights

Upon return from an approved parental leave at the time set forth in the application, a teacher shall be returned to his/her exact position if the return is during the same school year that the leave was taken unless the return is at the beginning of the fourth marking period. If the return is at the beginning of the fourth marking period, return to the teacher's exact position is not guaranteed, although return to a position is guaranteed. If the return is not during the same school year, the teacher shall be returned to the same or a substantially equivalent position for which the teacher holds a valid, unexpired certificate/license.

5. Paid Adoption Leave

In addition to the above, bargaining unit members adopting a child under the age of six (6), will be permitted to access accumulated sick leave for a period of up to ten (10) days upon gaining custody of an adopted child.

E. Sick Leave

1. Teachers may accumulate an unlimited number of days of sick leave at the rate of one and one-quarter (1-1/4) per month. Sick leave may be used for absence due to personal illness or injury, illness or disability related to pregnancy, 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. Sick leave may also be used to attend the funeral of a friend or a relative other than immediate family. There will be no limitation on the use of sick leave for illness or death in the immediate family.
2. Teachers new to the District or those who have exhausted his/her sick leave shall be advanced up to five (5) days of sick leave, to be charged against sick leave subsequently earned. In the event a teacher who has been advanced sick leave under this section leaves paid employment status with the Board prior to having earned the sick leave previously advanced, such teacher shall reimburse the Board for the unearned sick leave advanced under this section, to be repaid through deduction from the final paycheck. If the final paycheck is insufficient, the teacher shall reimburse the Board. The advanced sick leave shall be charged against future accumulated sick leave at the rate of one and one-quarter (1-1/4) days per month.

F. Teacher Assault Protection

1. Pursuant to and in accordance with Section 3319.143, Ohio Revised Code, assault leave shall be granted to a teacher who is absent from his/her assigned duties because of injury resulting from an assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141, Ohio Revised Code, or leave granted under rules adopted by the North Royalton Board of Education pursuant to Section 3319.08, Ohio Revised Code. Said teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence.

2. A teacher shall be granted assault leave according to the following rules:
 - a. The incident, resulting in the absence of the teacher, must have occurred on Board premises during the course of employment with the North Royalton Board of Education or while in attendance at an official school function, paid or unpaid, and during the contractual year.
 - b. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, any teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate superior.
 - c. If the teacher received medical attention and/or is absent from his/her assigned duties more than five (5) days, a certificate from a licensed physician stating the nature of the disability and its duration may be required before assault leave payment is made.
 - d. A teacher shall not qualify for payment of used assault leave until the Assault Leave Form (see Appendix A) has been submitted.
 - e. Said teacher shall not be permitted to accrue assault leave.
 - f. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault or at the rate for which the teacher may become eligible in accordance with the Ohio Revised Code. Pay would include supplementary contract amounts.
 - g. Payment shall be discontinued when the teacher elects to retire.
 - h. Any teacher seeking assault leave shall be required to file juvenile or criminal charges against the person(s) making the assault, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken against the offender.
 - i. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment under Section 3319.16, Ohio Revised Code.

G. Jury Duty

1. Any teacher of the North Royalton City School District called for jury duty shall notify his/her principal or supervisor and the Superintendent at the earliest possible time. Such notification should indicate the court assignment and probable duration of the duty.
2. The teacher shall not lose any salary due to jury duty.

H. Unpaid Long-term Leave of Absence

Upon written request from a teacher, the Board may grant an unpaid leave of absence for a period of not more than two (2) consecutive school years for educational, professional, or other purposes, and the Board shall grant such leave where illness or disability is the reason for the request.

I. Professional Leave

1. Teachers, upon the prior approval of the Superintendent or his/her designee may be granted a maximum of five (5) days per school year to attend professional meetings or conferences.
2. The following expenses shall be reimbursed upon submission of the appropriate form:
 - a. Travel at the IRS mileage rate in effect at the time of the travel, or air coach fare, whichever is less;
 - b. Registration fees;
 - c. Actual lodging expenses to a maximum of \$100 per night;
 - d. Actual cost of meals to a maximum of \$50 per day;
 - e. Other necessary expenses if approved.
3. Expenses will be reimbursed only upon presentation of receipts.
4. Upon request the Board will advance the cost of air fare and/or registration fees in excess of \$50.

J. Family and Medical Leave

1. The Board shall provide Family and Medical Leave Act (FMLA) leave in accordance with federal law and its implementing regulations. Each eligible teacher is entitled to up to twelve (12) weeks of FMLA leave in any twelve (12)-month period. The twelve (12)-month period is measured forward from the date a teacher's first FMLA leave begins.
2. To be eligible for FMLA leave, the teacher has to have been working for the Board at least twelve (12) months before the leave request and must have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA leave.
3. The reasons for which a teacher can use FMLA leave are: (1) the birth of a teacher's child and to care for the child up to age one; (2) the placement of a child with a teacher for adoption or foster care, up to a twelve (12)-month period after the placement; (3) to care for the spouse, child, or parent of a teacher when that family member has a serious health condition; and (4) the teacher's inability to perform the functions of the position because of the teacher's own serious health condition and (5) any "qualifying exigency" that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty,

or has been notified of an impending call or order to covered active duty. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.

4. FMLA leave is an unpaid leave; however, the Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, and vision. The teacher may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the teacher's own expense. Payment of the teacher's required contribution toward the life insurance premium is due the first day of each month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA leave.
5. The teacher shall not accrue seniority, sick leave, or any other employment benefit during the unpaid FMLA leave.
6. The Board shall require that paid sick leave taken under this Article of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the teacher had been notified by the Superintendent or designee while on paid sick leave that this leave would be counted as FMLA leave. If the teacher believes the Board is incorrectly substituting paid sick leave for FMLA leave, the teacher has fifteen (15) work days to inform the Superintendent or designee that the leave has been incorrectly substituted.
7. In the office of each school building there shall be a Family and Medical Leave Act handbook that explains more fully the Family and Medical Leave Act.

ARTICLE 19

DONATION OF SICK LEAVE

- A. If a teacher 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 teacher with the same or higher per diem rate at the time of the donation, may donate up to five (5) days of his/her accumulated sick leave to the absent teacher. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent.
- B. No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one school year.
- C. Donation of sick days shall be initiated by a teacher on a form furnished by the Treasurer, no later than the pay period within which the sick leave of the absent teacher is exhausted.
- D. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher. Donated sick leave shall be considered as sick leave used for purposes of merit incentive for attendance payments.

- E. Upon request for sick days donation, the Superintendent shall meet with the Association President to discuss eligibility of the claim on the teacher's behalf.

ARTICLE 20

COMMUNICABLE DISEASES

A. Purpose and Definition

- 1. The purpose of these procedures is to describe the method of handling the issues raised when a teacher is potentially infectious with a communicable disease.
- 2. A communicable disease is defined as a long-term disease capable of being transmitted from one person to another and that is dangerous to the public.
- 3. Communicable diseases include, but are not limited to, Tuberculosis, Hepatitis, and Acquired Immune Deficiency Syndrome (AIDS).
- 4. There will be no mass testing to determine if a teacher is infected with a communicable disease.
- 5. Any teacher who is diagnosed as having a communicable disease is required to report such diagnosis to the Superintendent.
- 6. Each teacher shall be required to teach and carry out their normal duties and responsibilities to an infected student or work with an infected employee where the determination has been made to permit the infected individual to remain in the school setting.
- 7. Decisions about each teacher with a communicable disease are to be made on a case-by-case basis.

B. Procedures

- 1. When there is reason to believe that a teacher has a communicable disease, that teacher is required to submit to a medical evaluation by a public health physician and/or a physician or medical facility selected by the Board, at Board expense.
 - a. Reason to believe is defined as:
 - (1) The teacher discloses his/her diagnosis;
 - (2) Knowledge that a member of the teacher's household has a communicable disease;
 - (3) Evidence of impairment in job performance;

- (4) Other information brought to the attention of the Board. Said information shall promptly be brought to the attention of the teacher.
 - b. If there is reason to believe that a teacher has a communicable disease, he/she will be permitted to remain in his/her regular assignment or placed in an alternate assignment with no loss of salary, benefits or other emoluments.
2. When there is reason to believe that a teacher has a communicable disease, an evaluation team shall convene within seven (7) calendar days of the teacher identification.
 - a. The evaluation team shall be comprised of: the teacher's physician, the school physician, and a physician specializing in infectious diseases.
 - b. The school physician shall be chairperson of the evaluation team.
3. The evaluation team shall review the teacher's diagnosis, treatment and prognosis and shall submit a written report of its findings and determinations to the Superintendent within five (5) calendar days from when the evaluation team convened.
4. The Superintendent will make a decision based on medical information concerning employment status/assignment within two (2) calendar days after receiving the report from the evaluation team. A teacher may be (1) kept in his/her original assignment, (2) placed in a different assignment with no loss of salary, benefits or other emoluments, (3) requested to utilize sick leave and would be entitled to unpaid leave of absence for up to two (2) years after paid sick leave has expired, (4) entitled to apply for disability retirement benefits under STRS, or (5) placed on a leave of absence under ORC 3319.13.
5. A teacher shall not be non-renewed, terminated, or otherwise separated from employment due to having been diagnosed as having a communicable disease.

C. Confidentiality

Information about the identity and condition of a teacher infected with a communicable disease shall not be disclosed by the evaluation team or by the Superintendent to anyone other than the members of the Board, administrators in the building in which the teacher is assigned, school nurse, and any other persons to whom disclosure is recommended by the evaluation team.

D. Follow-up

1. The evaluation team shall maintain an active role in monitoring the teacher's medical condition.
2. The teacher's physician shall work with the teacher regarding any change in health status and shall notify the school physician of any change.
3. If any new information is brought to the attention of the school physician, the procedures outlined above shall be followed.

E. Students Identified as Having a Communicable Disease

1. Those teachers to whom disclosure is recommended by the evaluation team shall be notified of the identity and other relevant information regarding students identified as having a communicable disease. Teachers will observe complete confidentiality as to such information.
2. No teacher shall be required to perform any medical procedure (including but not limited to cleaning and bandaging cuts/abrasions, gastrostomy tube feedings, tracheostomy suctioning and catheterizations) on any student. No teacher shall be required to clean up body fluids of any student.

F. Hepatitis B

If a teacher who was not previously offered a Board-paid Hepatitis shot has a verifiable incident/exposure to Hepatitis B, the Board will reimburse said teacher for the out-of-pocket cost incurred for any "post-incident" Hepatitis B series.

ARTICLE 21

TEACHER CONTRACTS

- A. The negotiated Agreement is to be made a part of the contract and salary agreement of each teacher.
- B. The duties and specific assignments and all other negotiated agreements that have not been superseded by later negotiations are to be a part of each teacher contract including paid extracurricular assignments made during the school year.
- C. Teachers shall annually (by May 30th) receive a statement of assignment which shall include the grade or grades to be taught, subject or subjects to be taught (to correspond with the teacher's certification/licensure), and building or buildings where the teacher shall teach.
 1. Amended assignments may be given between May 30th and August 5th with the consent of the teacher concerned.
 2. Amended assignments may be given after August 5th only with the consent of the teacher concerned. If no teacher will consent, assignment shall be made as follows:
 - a. The teacher on limited contract with the least seniority will be assigned provided that he/she is certificated/licensed for the position.
 - b. If no teacher with a limited contract can be found to fill the position, then the teacher on continuing contract with the least seniority will be assigned provided that he/she is certificated/licensed for the position.
- D. Each teacher shall annually (by May 30th) receive a salary notice which shall contain the following:

1. The teacher's annual salary for the designated school year.
2. A statement of the amount of the teacher's per diem rate. The calculation of the teacher's per diem rate, which shall be used for pay loss or compensation, whichever the case may be, shall be based on a fractional part of the base salary based on the number of days in the existing school calendar.

E. Extended Time Contracts

1. High School and Middle School media specialists and guidance counselors will be required to serve, at per diem pay, one (1) week before and one (1) week after the regular school year. Psychologists will be required to serve, at per diem pay, two (2) weeks before and one (1) week after the regular school year. These days may be adjusted by mutual agreement of the teacher and building administrator. Elementary (K-4) media specialists and elementary guidance counselors will be required to serve, at per diem pay, up to a total of five (5) days in combination before and after the regular school year. These days may be adjusted by mutual agreement of the teacher and building administrator.
2. If additional days are needed (as mutually determined by the administration and the affected media specialist or counselor), such days shall be compensated at the teacher's per diem rate.
3. Service by teachers extending before or after such teacher's regular duty year shall be deemed supplemental duties and shall be set forth in a supplemental contract for one year. Each supplemental contract shall expire on the date stated therein without further notice to the teacher.

F. Definition of "Year of Service Credit"

For a "year of service credit" for purposes of determining eligibility for continuing contract status, a teacher must be employed at least three and one-half (3-1/2) hours per day for a minimum of one hundred twenty (120) days in any school year.

- G. The teacher is responsible for notifying his/her building principal and the District central office of impending eligibility for continuing contract (tenure) by September 30th by using Appendix C. This form may be obtained from the building main office, the District central office, or the District's website.

H. Bureau of Criminal Identification & Investigation (B.C.I.I.) and Federal Bureau of Investigation Reports

1. In the event it is necessary for the Board to employ a teacher prior to having received the results of the criminal records investigation, that teacher's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) and the Federal Bureau of Investigation (FBI) which is not inconsistent with the teacher's answers to questions on the job application. In such event, if a report is subsequently received from the BCII or FBI which is inconsistent with the teacher's answers to questions on the job application, the teacher shall be notified in writing. If the teacher does not deny the accuracy of the BCII and/or FBI report within two (2)

working days, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under R.C. 3319.16 to formally terminate such teacher's contract of employment.

2. If the teacher denies the accuracy of the BCII and/or FBI report, the teacher shall immediately be placed on leave without pay or benefits for a period of up to ninety (90) days. If within that period, the Board receives a corrected report from BCII and/or FBI which is not inconsistent with the teacher's answers to questions on the job application, the teacher shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII and/or FBI which is not inconsistent with the teacher's answers to questions on the job application, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under R.C. 3319.16 to formally terminate such teacher's contract of employment.

ARTICLE 22

FAIR SHARE FEE

Each teacher covered by this Agreement who fails to voluntarily acquire or maintain membership in the Association by October 1st of any school year, or within a twenty-five (25) day period following his/her initial employment, shall be required to pay a fair share fee.

- A. The notice of the amount of annual fair share fee, which shall not be more than 100% of the UEP (NREA, NEOEA, UniServ, OEA, NEA) dues of the Association, shall be transmitted by the Association to the Board's Treasurer by October 5th of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. The Association shall also transmit to the Board's Treasurer by October 5th the names of the teachers who have elected not to join the Association (those who will be paying a fair share fee). The Board's Treasurer will deduct the fair share fee from the paychecks of the teachers who elect not to join the Association beginning with the first paycheck in February. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.
- B. The Board's Treasurer shall inform the Association when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join the Association, the Association shall inform the Board's Treasurer of that within thirty (30) days of that teacher's date of hire and shall also inform the Board's Treasurer as to that teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first paydate after the later of sixty (60) days of employment or the first paycheck in February.
- C. The fair share fee shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code.
- D. No teacher is required to become a member of the Association.

- E. The Association recognizes its obligation to fairly and equitably represent all teachers whether or not they are members of the Association.
- F. The Association agrees to indemnify and hold the Board harmless from any payments, judgments, costs, or expenses incurred as a result of the implementation and enforcement of this provision provided that (1) the Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed; and (2) the Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
 - 1. The Association reserves the right to designate counsel to represent and defend the Board; provided, however, that the Board reserves the right to employ co-counsel at its own expense.
 - 2. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

ARTICLE 23

FILING AND MAINTENANCE OF CERTIFICATES/LICENSES

- A. Teachers shall be responsible for filing with the Superintendent or his/her designee all certificates/licenses issued to the teacher by the Ohio Department of Education within fifteen (15) days of receipt of such certificates/licenses. No right or privilege shall be asserted by a teacher by reason of any certificate/license not filed by the teacher as provided herein.
- B. All teachers shall keep current and file with the Superintendent or his/her designee all teaching certificates/licenses held at the time of initial employment by the Board. If a teacher before August, 2006, has permitted a certificate(s)/license(s) to expire without renewal, placement on the seniority list is waived for that area(s) of certification/licensure. It shall be the responsibility of each teacher to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license as herein provided.

ARTICLE 24

CLASS SIZE

- A. Recognizing space limitations, the Board is committed to keep class sizes to a minimum wherever possible, with special attention being given to exceptional students. The average in kindergarten and the building average in grade one (1) of students to classroom teachers shall not exceed twenty-three to one (23:1). The building averages in each of grades two through four (2, 3, 4) of students to classroom teachers shall not exceed twenty-five to one (25:1). The data used to calculate this average shall be the number of students and classroom teachers during the first

full week of October of each school year. Remedial services specialists and intervention specialists are not included for purposes of this calculation. If the ratio is exceeded in any grade level by more than two students, a full-time educational aide shall be employed for that grade level in each building where the ratio is exceeded for the remainder of that school year.

- B. For the duration of the kindergarten program remaining at the Early Childhood Center, for the purposes of calculating the average in kindergarten, the students who are enrolled in the Monday/Wednesday/Friday morning program shall be calculated separately from the students enrolled in the Tuesday/Thursday/Friday afternoon program. Additionally, students enrolled in the everyday kindergarten program will also be calculated separately from the other kindergarten programs. The ratio will remain consistent with what is stated above for kindergarten and if an aide is required, they will be employed only for that program (M/W or T/TH) that is over the average.
- C. Said provisions of Article 24, Section A and B, will expire on July 31, 2016.
- D. Every effort will be made by the administration to continue to equitably balance class sizes throughout the District.

ARTICLE 25

SCHOOL DAY

A. Elementary

1. Seven hour, thirty minute teacher day.
2. Five hour, thirty minute instructional day.
3. Elementary teachers and specialists will have a minimum of two hundred twenty-five (225) minutes per week of time (other than lunch) during the pupils' school day in which they are not directly involved with pupils. Every effort shall be made to equally distribute this preparation time over a five (5) day period, but no teacher shall have more than one (1) day a week without any of this preparation time.
4. The necessity and value of conferences and preparation periods is recognized. The teachers will be available for conferences and will accept them as assigned by the principal and requested by the parents and a record will be kept of scheduled conferences.
5. Teachers will be dismissed on Fridays and days preceding non-student days fifteen (15) minutes after students' departure.

B. Middle School

1. Seven hour, thirty minute teacher day.

2. No teacher in the middle school shall have more than six (6) assignments per day. In addition, each teacher shall have a daily duty for the full year of forty-five (45) minutes (such as hall duty before and after school, study hall duty etc.) plus an additional fifteen (15) minutes daily duty for one semester.
3. Middle School teachers will have a minimum of two hundred (200) minutes per week of time (other than lunch) during the pupils' school day in which they are not directly involved with pupils. Every effort shall be made to equally distribute this preparation time over a five (5) day period, but no teacher shall have more than one (1) day a week without any of this preparation time.
4. The necessity and value of conferences and preparation periods is recognized. Each classroom teacher will be available for conferences at a minimum of one (1) specific planning time during the day.
5. The administration will make every effort to limit daily preparations to no more than three (3). Each teacher will be notified of the number of preparations they will have as soon as possible after completion of the middle school schedule. Any teacher who wishes to resign after July 10th because of more than three (3) preparations shall be guaranteed the right to do so with no reprisals.
6. The necessity and value of conferences and preparation periods is recognized. Each teacher will be available for conferences and will accept them as assigned by the principal and requested by the parents and a record will be kept of scheduled conferences.
7. Teachers will be dismissed on Fridays and days preceding non-student days fifteen (15) minutes after the students' departures.
8. Upon recommendation of the Superintendent, approval of the Board, notification to the Association President, and consent of the teacher, a middle school teacher with more than one (1) year of service may assume an additional teacher assignment in lieu of duty periods at a rate of compensation equal to one-seventh (1/7) of the teacher's contract salary. The foregoing shall not be construed nor interpreted so as to decrease the number of full-time teachers assigned to the middle school nor used in lieu of adding additional full-time staff.

C. High School

1. Seven hour, thirty minute teacher day.
2. Five classes of instruction per day.
3. Homeroom duty included in the teacher day.
4. Some additional duty equivalent to one-half (1/2) class period, such as lunchroom monitor, hall duty, study hall duty, etc. The teacher's half period of duty may be assigned at the principal's discretion with the guarantee that teacher assignment to other classes (substituting) will be kept at a minimum.

5. All teachers, with the exception of department chairpersons, will be assigned fifteen (15) minutes of student contact (duty) time for three (3) quarters or its equivalent before or after school or within the school day for supervision, hall patrol, etc.
 - a. Department chairpersons will be assigned fifteen (15) minutes of student contact (duty) time for two (2) quarters (which do not have to be consecutive) or its equivalent before or after school or within the school day for supervision, hall patrol, etc. With prior notification to the building administration, department chairpersons may utilize this time to perform chairperson duties such as meeting with a substitute, department member, etc.
 - b. Any teacher, including department chairpersons, may take an additional fifteen (15) minute quarter(s) duty and shall be compensated at the rate of .0075 of the BA base salary for said duty.
6. The necessity and value of conferences and preparation periods is recognized. Each teacher will be available for conferences and will accept them as assigned by the principal and requested by the parents and a record will be kept of scheduled conferences.
7. Teachers will be dismissed on Fridays and days preceding non-student days fifteen (15) minutes after the students' departure.
8. Approximately one-half period equivalency to be used at the discretion of the teacher but not leave the building without specific permission from the principal's office.
9. Upon recommendation of the Superintendent, approval of the Board, notification to the Association President, and consent of the teacher, a high school teacher with more than one (1) year of service may assume an additional teacher assignment in lieu of duty periods at a rate of compensation equal to one-sixth (1/6) of the teacher's contract salary. The foregoing shall not be construed nor interpreted so as to decrease the number of full-time teachers assigned to the high school nor used in lieu of adding additional full-time staff.
10. Every effort will be made to limit daily preparations to no more than three (3). Teachers will be notified of the number of preparations they will have as soon as possible after completion of the high school schedule. Any teacher who wishes to resign after July 10th because of more than three (3) preparations shall be guaranteed the right to do so with no reprisals.

D. Teachers as Substitutes

1. Teachers may be asked to substitute for classes and/or supervisory assignments other than their assigned duties only when an extreme emergency exists (i.e., a qualified substitute cannot be employed). Within ten (10) school days after the start of the school year, all teachers shall be canvassed and a list shall be developed in each building identifying those teachers willing to substitute during their conference and preparation and/or duty periods. Those teachers identified on such list will be asked to substitute during their conference and planning periods. No teacher on the list will be required to substitute

during his/her conference and preparation and/or duty periods without such teacher's consent except in extreme emergencies (i.e., when a certificated/licensed substitute cannot be employed). The teachers on the list will be used on a rotating basis for purposes of substituting.

2. Teachers substituting during their conference and preparation and/or duty periods shall be compensated at the hourly rate of .0007 of the BA base salary pro-rated for time spent, with a minimum of thirty (30) minutes.
3. Upon approval of the building administration, affected elementary building classroom teachers who accept students from another teacher's class for the majority of any school day will be paid a stipend in the amount of .0012 of the BA base salary for each approved day of such substitution.
4. The practice of teachers mutually agreeing to cover or substitute for each other in emergency situations shall not be affected by this provision. However, as in the past, such substituting shall be with the knowledge and approval of the building principal.

E. Part Time Teachers

Part time teachers shall receive pro-rata preparation time.

F. Early Release

With prior approval of the building principal and if that teacher's assigned duties may satisfactorily be covered, a teacher enrolled in coursework that begins in the afternoon shall be released at a time sufficient to get to class on time.

G. Variation of Start/End Times

A teacher may be provided a variation from the standard work day hours regarding start and/or end times by agreement with the building principal. Such variations may be reduced in writing upon agreement of the teacher and the building principal.

ARTICLE 26

SCHOOL CALENDAR

- A. The school calendar shall be set at one hundred eighty-five (185) days.
- B. The number of days of student attendance shall be a maximum of one hundred eighty-one (181) days.
- C. NEOEA day shall be a day off from school for each teacher to attend NEOEA meetings if he/she so desires.
- D. There shall be three (3) professional days.

1. The first of these professional days shall be on the first day of the school year. This day shall be either for meetings, in-service, parent-teacher conferences, curriculum study or records keeping.
 2. The second of these professional days shall be a combination of an Association and a Board professional day. This day shall occur on the general election day in November. The Association part of the day shall consist of three (3) hours of time in the afternoon and may be used for meetings, professional development or record-keeping. The Board professional part of the day shall consist of three (3) hours of time in the morning and may be used either for meetings, professional development, parent-teacher conferences, curriculum study, or record-keeping.
 3. The third of these professional days shall be a record-keeping day. Each teacher has the option of taking this day at the end of the first semester, at the end of the school year, or taking half at the end of the first semester and the other half at the end of the school year.
 4. Additional "early release" days, up to a maximum of four (4) per school year, may be scheduled by the administration. On these occasions, teachers may be scheduled to work beyond the normal work day in accordance with Article 14. As a result of attending open house, the first early release day will be set aside for the purpose of individual teacher training to address federal, state and/or local mandates. Of the three (3) remaining early release days, two (2) will be reserved for activities related to the Ohio Improvement Process (OIP) and/or the Ohio Teacher Evaluation System (OTES) as determined by the Director of Curriculum and Instruction. Upon completion of the training(s), record keeping, and any other classroom responsibilities may be completed at the teacher's discretion. Should the District choose not to schedule early release days in the calendar, teachers will be compensated at .0007 of the base salary per hour.
- E. There shall be the equivalent of one (1) day for parent-teacher conferences and/or in-service. The determination as to whether or not there shall be parent conferences or in-service shall be made mutually by the Association President and the building principal. These parent-teacher conferences/in-service shall be held on two evenings, shall not exceed six (6) hours, and shall be at times and dates mutually agreed upon by the Association President and the Superintendent. The parent-teacher conferences/in-service do not necessarily have to be on the same days or at the same times in all of the buildings. As a result of attending these parent-teacher conferences/in-service, the Wednesday before Thanksgiving shall be scheduled as a school calendar day, but no teacher or student shall attend school on that day.
- F. There may be one (1) additional professional day scheduled at the discretion of the Superintendent. If the Superintendent decides to schedule this additional day, each designated teacher shall be given a minimum of thirty (30) calendar days advance notification of the date of this additional day. If this additional day is to be held on the day before the start of the next school year, each designated teacher shall be notified before the present school year ends. This additional day shall not be scheduled on a Saturday, Sunday, holiday, during spring recess or during winter recess. Each designated teacher shall be paid one day's pay at his/her per diem rate for his/her attendance on this additional day.

G. In the event that school is in session for less than the necessary days required by the state due to calamity days, the parties agree to use the following as make-up days in order to achieve a the necessary total of school days in session:

1. Add days to the end of the school year;
2. Use days scheduled for spring break.

Either party may request a meeting to discuss the issue before a final decision is reached.

H. All teachers, including those in any approved job-sharing arrangements, will be present and available to constituents on the evening of Open House.

ARTICLE 27

IDEA, NCLB AND SECTION 504 ISSUES

- A. Consistent with state and federal law, at least one (1) general education teacher must be in attendance at IEP conference(s). In those instances, necessary release time shall be provided.
- B. Each teacher who has a student with an IEP shall be provided with electronic access to relevant IEP and/or 504 Accommodation Plan information.
- C. Each teacher will be notified as soon as possible if he/she will be a part of any IEP/Inclusion team.
- D. Each general education teacher who volunteers for inclusion programs will be considered for participation.
- E. Each general education teacher who instructs students with IEPs will be provided opportunities for training as determined by the Board and at the expense of the Board.
- F. Every reasonable effort will be made to provide common planning time for general education teachers and intervention specialists.
- G. Consideration will be given to reducing the number of students of general education teachers involved in inclusion programs.
- H. Each intervention specialist shall be provided at least one (1) full school day in order to write IEPs and/or hold IEP conferences. Each request to work off campus shall be individually considered for approval by the Director of Pupil Services.
- I. Any teacher required to be in attendance at an approved Eligibility Determination Meeting, IEP or Section 504 accommodation plan meeting that is scheduled outside of the normal work day, or extends beyond the work day, will be compensated at the rate of \$20 per hour.
- J. At the elementary level, no intervention specialist shall have a regularly-assigned duty.

- K. A Special Needs Assessment Committee for Kids (SNACK) shall be comprised of representatives appointed by the Association President/designee and the Superintendent/designee. Minimally, representatives shall be selected from each building. This shall be a continuing committee whose general purpose is to assess and improve the District's compliance with the federal and state mandates relative to NCLB, Section 504, and IDEA and any Congressional reauthorizations. The SNACK Committee will meet quarterly per school year. Any suggestion from the SNACK for modification to this Agreement must meet with the approval of the Association and the Board.

ARTICLE 28

LUNCH PERIODS

- A. Each teacher will have a duty-free, uninterrupted lunch period of thirty (30) minutes.
- B. Teachers may leave the school to eat their lunch during the thirty (30) minutes assigned on the teacher schedule. Teachers will sign out in person in the respective school office, listing time of departure and specific destination. They will sign in again in person at the respective school office immediately at the time of return. All teachers will return to their assigned station in their assigned buildings prior to the completion of the thirty (30) minute lunch period. Drinking alcoholic beverages during the lunch period or at any other time during teacher work days, including supervision occurring at any event before or after school, shall be prohibited.
- C. Violation of these rules and regulations shall subject a teacher to one written warning of such violation. Any further violation of these regulations by the teacher shall subject a teacher to suspension or dismissal. Such possible suspension or dismissal shall be conducted in accordance with Board policy and state law.

ARTICLE 29

PUPIL ATTENDANCE RECORDS

It will be the responsibility of the classroom teacher to take daily classroom attendance and to provide the necessary attendance information for the school office.

ARTICLE 30

PARENT-TEACHER CONFERENCES/INTERIM REPORTS

A. Parent-Teacher Conferences

Parent-teacher conferences will be held when the teacher and/or the principal determine the child's scholastic progress is unsatisfactory or for any other school-related problems. Parent-teacher conferences will be held at the request of the parent.

B. Interim Reports

1. Elementary (1-4)

Interim reports will be sent home with every elementary student in grades 1-4 during the first quarter. Subsequently, the interim reports will be sent home at the discretion of the teacher. The parents of those students not making satisfactory progress will receive an interim report every quarter.

2. Middle School and High School

Interim reports will be sent home with every student during the first and third quarters. In the second and fourth quarters, interim reports will be sent home at the discretion of the teacher, but all teachers are strongly encouraged to do interim reports for all students. Parents of those students not making satisfactory progress will receive an interim report every quarter.

ARTICLE 31

COMPLAINT PROCEDURE

- A. Persons with complaints against teachers shall be encouraged to first discuss the complaint with the teacher and the teacher shall be informed of the complaint and the complainant. If not resolved, the complaint will go to the building principal and then to the Superintendent or his/her designee.
- B. No complaint shall be used in any evaluation or for any personnel decision without first identifying the source and substantiating the complaint.
- C. A plan for dealing with the complaint shall be developed by the administration and the teacher. If the administration and the teacher are unable to agree, the matter will be handled as determined by the administration.
- D. The teacher shall have the right to Association representation at all meetings with any administrative personnel concerning a complaint against the teacher.
- E. This Article does not apply in the event of an investigation conducted by any governmental agency.

ARTICLE 32

NON-CERTIFICATED/LICENSED HELP

- A. The Board is to provide non-certificated/licensed persons for each elementary school for lunchroom and playground duty. Teachers, other than classroom teachers, may be assigned supervisory duties when not otherwise assigned to instructional duties.
- B. Every effort shall be made to assign specialists five and one-half (5-1/2) hours instructional time.
- C. Every effort shall be made to provide facilities for instruction.

ARTICLE 33

TRAVELING TEACHERS

- A. Teachers who travel between buildings shall be allotted fifteen (15) minutes unassigned time for travel each time travel is necessary. Additional time may be allowed by the building administrator in the event of inclement weather.
- B. Teachers who travel shall be compensated at the IRS rate in effect at the time of the travel.
- C. Moving between the present Middle School and the High School shall not be considered to be "travel between buildings."

ARTICLE 34

SPECIALISTS

The need for specialists is recognized by the Board. Annual consideration will be given to the staffing of specialists.

ARTICLE 35

MEDIA SPECIALIST SERVICES

Media specialist services, not necessarily by teachers, will be provided. These specialists will be responsible for inventory, disbursement of equipment, repair and maintenance, receipt of equipment, disbursement, collection and return of borrowed audio-visual material, preparation of materials and ordering of equipment from government funds and an audio-visual budget. Teachers shall not be assigned to repair or maintain equipment, except by their request, or by supplemental contract.

ARTICLE 36

LONG-TERM SUBSTITUTES AND PERMANENT SUBSTITUTES

- A. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment.
- B. Permanent substitutes are defined as substitute teachers who are assigned to a designated school on a daily basis. All permanent substitutes shall receive a written contract of employment.
- C. The employment of long-term substitutes and permanent substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article 10 -

Termination and Nonrenewal, nor the provisions of Section 3319.11, Ohio Revised Code shall apply to long-term substitutes or permanent substitutes.

- D. A long-term substitute or a permanent substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days [at least three and one-half (3-1/2) hours per day] in any one school year.
- E. Neither the provisions of Article 9 - Reduction in Force, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to a long-term substitutes or to a permanent substitutes.
- F. Neither the provisions of Article 8 - Evaluation Procedure, nor the provisions of Section 3319.111 or Section 3319.11, Ohio Revised Code shall apply to long-term substitute or to a permanent substitute.
- G. Beginning with the 61st day of employment, a long-term substitute or a permanent substitute shall be placed on the BA-0 step of the salary schedule.
- H. A teacher employed as a long-term substitute consecutively for more than one year, or a teacher employed as a permanent substitute consecutively for more than one year, whether in the same or a different assignment, shall, beginning the second year, become a member of the bargaining unit and be placed on the BA-0 step of the salary schedule for the entire year, and shall receive Article 37 insurance benefits.

ARTICLE 37

INSURANCE

- A. Hospitalization/Medical/Prescription Drug Coverage
 - 1. The Board shall provide Medical Mutual of Ohio Insurance, or its equivalent, either full family or single coverage as appropriate, to all regularly employed teachers. The teacher may elect to receive SuperMed Plus or SuperMed Classic, the current schedules of benefits for which are set forth generally below and more fully explained and detailed in the current certificate benefits booklets, which shall serve as the authority for determining coverage issues.
 - 2. The Board will provide prescription drug coverage as follows for those in the SuperMed Plus plan:
 - Retail – 34 day supply
 - Generic copayment - \$8.00
 - Name-brand with no generic drug equivalent copayment - \$15.00
 - Name-brand with available generic drug equivalent copayment (regardless of dispense as written, DAW) - \$30.00

 - Mail order (90 day supply) – the 90-day supply shall be twice the monthly retail copayment (\$16, \$30, \$60)

3. Effective August 1, 2013, each teacher will pay ten percent (10%) of the Board's cost of medical/prescription drug coverage. Effective August 1, 2014, each teacher will pay twelve and one half percent (12.5%) of the Board's cost of medical/prescription drug coverage. Effective August 1, 2015, each teacher will pay fifteen percent (15%) of the Board's cost of medical/prescription drug coverage.
 - a. Part-time teachers, including ISGI's, will pay a pro-rata percentage of the medical/prescription drug coverage based on the amount that the Board has to pay for the part-time teachers' premiums, with the "caps" also pro-rated.
 - b. Any teacher who does not receive twenty-six (26) paychecks a year will pay the insurance amount as if he/she had received twenty-six (26) paychecks. The total amount owed will be evenly taken out of the paychecks he/she receives. For the teacher who receives fewer than twenty-six (26) paychecks, and does not receive a paycheck in July and August, the contribution for the months of July and August shall be added to the amount the teacher would have deducted from his/her paychecks starting at the beginning of school through June, and then this total insurance amount would be divided by the paychecks the teacher actually receives.)
 - c. The SuperMed Classic plan includes prescription drug coverage under the Supplemental Major Medical (SMM) portion of the benefits. As with any other covered SMM benefit, it is covered at 80% after a \$100 single or \$200 family deductible. See plan certificate for complete details.
4. Effective August 1, 2013, the SuperMed Classic plan will not be available for any teacher not presently enrolled in the plan. Teachers presently enrolled in SuperMed Classic and electing to remain on the SuperMed Classic plan will, in addition to the above stated contribution percentages, be required to pay the difference in the premium cost of that plan and the SuperMed Plus plan.

B. Dental

The Board shall provide dental insurance protection (full family and full single) for all regularly employed teachers equal to or greater than Oasis Trust R&C Plan. The actual policy is on file in the Business office.

C. Vision

The Board shall provide vision insurance protection (full family and full single) for all regularly employed teachers equal to or greater than the following specifications:

Annual Examination	UCR coverage for an annual vision examination per individual
Frames	New frames up to \$100 every twelve (12) months per individual
Lenses	UCR coverage for glass or plastic lenses, either clear or tinted, every twelve (12) months per individual

Contact Lenses

Contact lenses for cosmetic purposes will receive a \$100 allowance

Low Vision

This additional coverage is designed to provide supplemental testing and a therapy program for individuals whose eyesight cannot be corrected to 20/70 with the use of spectacle lenses, but who do not meet the acuity requirement of 20/200 which has been established to classify a person as being legally blind. The therapy program can include Low Vision prescription services, evaluations, training, plus optical and non-optical aids.

The plan will pay 75% of the cost of an approved treatment plan with the patient paying 25%. The total maximum lifetime benefit is \$1,000 and includes any payment for approved supplemental testing.

The current schedule of benefits for vision coverage are those which are set forth generally above and are more fully explained and detailed in the current certificate benefit booklet.

- D. The total monthly employee contribution for all insurance coverage (Medical, prescription drug) shall be capped at \$200 per month for family coverage and \$100 per month for single coverage. Contributions will be deducted twice per month for teachers receiving 26 paychecks per year.

E. Spousal Coverage

1. Effective August 1, 2013, if an employee's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer, enterprise, or any public or private retirement plan, the spouse is not eligible to enroll for coverage under the North Royalton medical/prescription drug plan unless he/she enrolls in such other group insurance coverage.
2. The requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance. This requirement does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.
3. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payer of benefits and the coverage sponsored by the Board will become the secondary payer of benefits. In other words, as secondary payer, the North Royalton medical/prescription plan will cover eligible expenses not covered by the primary coverage of the spouse.
4. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, or any public or private retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board. Note: If a spouse's only option is a "high deductible health care plan" ("HDHP") that is qualified to be used in conjunction with a Health Savings Account (HSA), then the spouse will be granted a waiver to stay on the North Royalton plan without taking the

HDHP coverage. But the waiver is available only if the HDHP is the ONLY plan offered to the spouse.

5. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverage sponsored by the Board.
6. An employee who submits false information or fails to timely advise the Plan of a change in his/her spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and prescription drug insurance, and such false information, or such failure by results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board. Any amount to be reimbursed by the offending employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the plan. If an employee submits false information, he/she may be subject to disciplinary action up to and including termination of employment.
7. The Board will reimburse the Employee whose spouse is required, under the program, to obtain her/his own medical insurance up to \$125 per month for the expense incurred by the spouse in obtaining such coverage. The spouse shall provide appropriate evidence, through pay stubs or other documentation, of her/his payment of monies to secure single coverage from her/his employer, retirement provider, or another source.

F. Employees Duties and Incentive

Each teacher, upon receipt of any statement from a health care provider which is submitted for payment under any insurance provided by the Board under this Agreement, shall have the obligation to review such statement for accuracy and to satisfy him/herself that all services charged were actually received. If a teacher identifies an overcharge and/or inappropriate charge, which is subsequently rebated or deleted by the health care provider, that teacher shall receive a reward equal to 1/2 the dollar amount recovered, up to a maximum of \$500 per line item.

G. Term Life

The Board will provide AD & D group term life insurance in the amount of \$50,000 for all regularly employed teachers. Benefits reduced by 35% at age 70, by 50% at age 75 and terminate upon retirement.

H. Change in Carrier(s)

The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided by the present carrier(s) as of the effective date of this Agreement. The Board shall provide one (1) copy of each signed contract and policy entered into between the Board and the insurance company(ies) which provide the benefits specified in this Agreement. Copies of the existing contracts shall be provided to the Association within one (1) week of ratification of this Agreement by both parties. The Association shall be notified thirty (30) days in advance of any proposed change in carrier(s) and shall be provided copies of any contracts subsequently entered into by the Board within one (1) week after they are received by the Board.

I. Part time Employees

Regularly employed teachers who work less than full time shall receive all insurance benefits as provided in this Article. The cost of such insurance benefits shall be paid by the Board in proportion to the amount of time worked (e.g. if a teacher works 1/2 time, the Board will pay 1/2 of the cost of the insurance benefits; if the teacher works 3/5 time, the Board will pay 3/5 of the cost of the insurance benefits, etc.). Payroll deductions for the purchase or purchases will be available if so desired.

J. Insurance Committee

1. The Insurance Committee shall continue to work cooperatively to assess and assure the affordability and acceptability of insurance coverages for District employees and to "troubleshoot" concerns with present insurance coverages along with obtaining information about alternative insurance concepts, plans, carriers, etc.
2. This committee shall be comprised of five (5) administrative representatives (appointed by the Superintendent) and five (5) Association representatives (appointed by the Association President) and shall meet on the call of either party. Efforts will be made to have representation from every building on this committee.

K. Payment in Lieu of Insurance Coverage

1. Any bargaining unit member currently covered under either the single or family coverage of the District's insurance plan(s), or any newly hired employee who declares in writing to the Treasurer that he/she is covered under another insurance plan and/or elects not to be covered by the Board plan for the entire year may opt out of the Board plan(s) and shall be paid \$1,500.00 for medical insurance, and/or \$350 for dental insurance, and/or \$100 for vision insurance (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). This amount, less applicable payroll deductions, will be paid to eligible and qualifying individuals with the first pay in October the following year.
2. In order to elect any of these options and receive this additional compensation, an employee must have on file a form indicating his/her election. Once this election is made, it shall remain in effect and the employee shall not be entitled to receive the Board insurance coverage(s) that s/he elected not to receive for the duration of the one-year period, unless there is a qualifying event as described in paragraph 5., below. In the event

- of a change in the teacher's circumstances after the election is made (other than a qualifying event), the teacher may elect to receive the insurance coverage after a three (3) month waiting period. They would forfeit all of the payment in lieu payments for that particular year. There shall be no pre-existing condition exclusion for any teacher who re-enters any of the insurance programs after originally electing not to participate in said programs.
3. For current employees with election forms already on file, no further action will be required in order to receive the in-lieu of payment(s). Current employees not presently participating in the opt-out payment may enroll during the open enrollment period (September 1st – September 21st each school year) by completing, signing and filing a form indicating this election with the Treasurer of the Board. It is the employee's responsibility to get a waiver form (during open enrollment period) from the Treasurer's office and return it by the designated date. Failure of current employees not already participating in payment in-lieu of insurance payment program to submit the required form by the designated date (end of business on the third Friday in September) shall result in a disqualification from payment of the opt-out amount.
 4. At the discretion of the Board, teachers hired in any year after the September election date may be permitted to participate in the payment in lieu of insurance program and, if so, on a prorated basis.
 5. Employees who are enrolled in the opt-out payment plan may opt back into Board-provided insurance coverage status only if there is a change in the employee's circumstances that, in accordance with IRC Section 125 regulations, permits the employee to change his/her election under that plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law).
 6. If both wife and husband are employed by the Board in any capacity in which both are entitled to receive Board paid family coverage of health, dental or vision, only family coverage shall be provided to only one spouse. The other spouse shall qualify for the payment in lieu of insurance coverage as provided in the paragraphs above.
 7. If an employee selects payment in lieu of insurance as provided above, but leaves active pay status at any point prior to the end of the contract year, the employee will be paid a pro-rated amount based upon the proportional amount of time he/she was in active pay status for the contract year.
 8. Employees interested in signing up for the "opt-out" payment must come to the Board and request the proper forms. No forms will be sent out on an annual basis.

**SHC – North Royalton
SuperMed Plus
Section 203
Effective 8/01/2013
(Non-Grandfathered)**

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26; Removal upon End of Month	
Pre-Existing Condition Waiting Period	Does Not Apply	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does not Apply	
Benefit Period Deductible – Single/Family	None	None
Inpatient Deductible per Admission – Single/Family	None	\$250 per admission, to a family maximum of \$750 per benefit period
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	None
Physician/Office Services		
Office Visit (Illness/Injury) ¹	\$20 copay, then 100%	\$20 copay, then 70%
Urgent Care Office Visit ¹	\$20 copay, then 100%	\$20 copay, then 70%
All Immunizations	100%	Not Covered
Allergy Testing and Treatments	100%	70% - Inpatient Not Covered – Outpatient
Preventive Services		
Preventive Services, in accordance with state and federal law³	100%	70%
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	70%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	70%
Routine Mammogram (One per benefit period)	100%	100%
Routine Pap Test (One per benefit period)	100%	100%
Routine EKG, Chest X-Ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis	100%	100%
Routine Colonoscopy / Sigmoidoscopy	100%	100%
Outpatient Services		
Surgical Services	100%	70%
Diagnostic Services	100%	100%
Physical & Occupational Therapy & Chiropractic (20 visits combined per benefit period)	\$20 copay, then 100%	\$20 copay, then 70%
Speech Therapy (10 visits per benefit period)	\$20 copay, then 100%	\$20 copay, then 80%
Cardiac Rehabilitation	100%	70%
Emergency Use of an Emergency Room	100% of negotiated fee or R&C	
Non-Emergency use of an Emergency Room ²	100% of negotiated fee	\$50 copay, then 70% of R&C

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100%	70% after \$250 per admission Inpatient Deductible
Professional Services	100%	70%
Maternity (Facility)	100%	70% after \$250 per admission Inpatient Deductible
Maternity (Professional)	100%	70%
Skilled Nursing Facility (100 days per benefit period)	100%	70% after \$250 per admission Inpatient Deductible
Organ Transplants (One transplant per organ per lifetime)	100%	NOT COVERED
Additional Services		
Ambulance	\$25 copay, then 100%	\$25 copay, then 70%
Durable Medical Equipment	100%	70%
Elective Abortion (One per benefit period)	100%	70%
Health Education and Training	100%	NOT COVERED
Home Healthcare	100%	NOT COVERED
Hospice	100%	NOT COVERED
Private Duty Nursing	NOT COVERED	NOT COVERED
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹ The office visit copay applies to the cost of the office visit only.

² Copay waived if admitted. The copay applies to room charges only.

³ Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

SHC – North Royalton Schools
 SuperMed Classic Base Coverage With
 Supplemental Major Medical
 Section 200
 Effective 10/1/2010
 HCR(Non-Grandfathered)

Base Benefits	Network Facility / Any Professional Provider	Non-Network Facility
Benefit Period	January 1 st through December 31 st	
Dependent Age	26; Removes upon Birth Date	
Pre-Existing Condition Waiting Period	Does Not Apply	
Base Coinsurance	100%	80%
Base Coinsurance Out-of-Pocket Maximum – Single/Family	None	\$2,500 / \$5,000
Preventive Services		
Well Child Care Services including Exam and Immunizations (Birth to age 21; 31 visits per lifetime)	100%	80%
Well Child Care Laboratory Tests (Birth to age 21)	100%	80%
Routine Mammogram (One per benefit period)	100%	80%
Routine PAP (One per benefit period)	100%	80%
Routine EKG, Chest X-ray (One each per benefit period)	100%	80%
Routine Colonoscopy / Sigmoidoscopy	100%	80%
Outpatient Services		
Surgical Services	100%	80%
Diagnostic Services	100%	80%
Physical Therapy / Chiropractic Services (10 visits, then requires Medical Review)	100%	80%
Occupational Therapy	Not Covered	
Cardiac Rehabilitation	100%	80%
Chemotherapy	100%	80%
Radiation Therapy	100%	80%
Dialysis	100%	80%
Respiratory Therapy	100%	80%
Accident Emergency (For services received within 72 hours of the accident)	100%	
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries (120 days per in-hospital benefit period; Limit is combined with Inpatient Mental Health and Substance Abuse) ¹	100%	80%
Inpatient Medical Care Visits (120 visits per in-hospital benefit period) ¹	100%	
Inpatient Consultation	100%	
Maternity	100%	80%
Physical Therapy	100%	80%
Speech Therapy	100%	80%
Occupational Therapy	100%	80%
Cardiac Rehabilitation	100%	80%

Base Benefits	Network Facility/ Any Professional Provider	Non-Network Facility
Additional Services		
Home Health Services	100%	80%
Hospice Services	100%	80%
Organ Transplant Services	100%	80%
Mental Health and Substance Abuse- Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Supplemental Major Medical Benefits		
Blood Pint Deductible	2 pints	
Overall Benefit Period Maximum	Does Not Apply	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family ²	\$100 / \$200	
Coinsurance Out-of-Pocket Maximum – Single/Family	\$500 / \$1,000	
Physician/Office Services		
Office Visit (Illness/Injury)	80% after deductible	
Urgent Care	80% after deductible	
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine, and tetanus-diphtheria are covered services)	80% after deductible	
Allergy Testing and Treatments	80% after deductible	
Outpatient Services		
Emergency use of an Emergency Room (Accident and Medical Emergency)	80% of negotiated fee or R&C after deductible	
Non-Emergency use of an Emergency Room	80% of negotiated fee or R&C after deductible	
Speech Therapy – Facility and Professional (10 visits, then Medical Review approval)	80% after deductible	
Inpatient Facility		
Semi-Private Room and Board -- Including Ancillaries	80% after deductible	
Inpatient Medical Care Visits	80% after deductible	
Skilled Nursing Facility	80% after deductible	
Additional Services		
Ambulance	80% after deductible	
Durable Medical Equipment	80% after deductible	
Private Duty Nursing	80% after deductible	
Supplemental Major Medical Benefits		
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

OPEN ENROLLMENT is the month of September for an October 1st effective date.

¹An in-hospital benefit period is a period of time beginning when the member enters a hospital and ending when he/she has been out for 90 consecutive days.

²Maximum family deductible. Member deductible is the same as single deductible.

ARTICLE 38

PROGRAM AND CURRICULUM DEVELOPMENT

A. Involvement

The administration will involve the teachers in restructuring of program and curriculum in the School District.

B. Course of study work/curriculum mapping/assessment mapping/articulation/revisions

1. Teacher participation in course of study work/curriculum mapping/assessment mapping/articulation/revisions shall be voluntary if performed outside of the school day. Substitute teachers will be hired to free teachers when performing this work during the normal school day.
2. If meetings or individual work occurs outside of the normal school day, each teacher will be compensated at the rate of .0007 of the BA base salary per hour. No payment will be made except as specifically pre-approved by the Superintendent/designee.
3. Compensation shall be paid to the teacher within one (1) month of the completion and submission of documentation.

ARTICLE 39

SEVERANCE PAY

Teachers who retire from active service with the North Royalton City Schools shall, upon the filing of the proper application with the Treasurer, be granted severance pay to the extent as set forth below:

- A. Teachers employed by the North Royalton City Schools and who apply and are accepted for retirement by the Ohio State Teachers Retirement Board shall be paid twenty-five (25%) of their accrued, but unused sick leave, except that payment shall not be for more than seventy-five (75) days. Severance pay shall be based upon the daily rate of pay as determined from the teachers' basic contract, exclusive of all supplemental contracts and allowances, in effect at the time of retirement. No retirement will be deducted. Upon receipt of severance pay, the balance of sick leave shall be cancelled.
- B. Any teacher who has been retired and then is rehired shall be paid twenty-five percent (25%) of his/her accrued, but unused sick leave days from the time of rehiring, except that payment shall not be for more than seventy-five (75) days. Severance pay shall be based upon the daily rate of pay as determined from the teacher's basic contract, exclusive of all supplemental contracts and allowances, in effect at the time of retirement.

No retirement will be deducted. Upon receipt of severance pay, the balance of sick leave shall be cancelled.

- C. For the purpose of implementing this policy, retirement is deemed to occur when the teacher has been accepted for retirement, other than disability retirement, by the Ohio State Teachers Retirement Board and has been notified of the effective date that retirement pay will begin. The teacher may then apply to the Treasurer for severance pay, which shall be paid in a lump sum. Payment shall be made after retirement pay has begun between the following January 1st and January 15th for those teachers eligible to participate in the 403(b) plan per Article 42 and shall be made within seventy-five (75) days of retirement for those teachers not eligible to participate in the 403(b) plan per Article 42.
- D. Any teacher who dies prior to severing employment shall be deemed to have retired from active service the day preceding his/her death. The severance pay shall then be paid to his/her surviving spouse or if none, to his/her estate.

ARTICLE 40

BOARD SHELTERING OF TEACHER RETIREMENT CONTRIBUTION

- A. With the effective date of this Agreement, the Board shall implement the "pickup" of the teacher-required contribution to the State Teachers' Retirement System (STRS) and with the Board having agreed to do so, the Treasurer is hereby authorized, effective with the first payroll payment following the effective date of this Agreement, to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each teacher's contribution to STRS in lieu of payment by such teacher, and that such amount contributed by the Board on behalf of the teacher shall be treated as deferred salary paid by the Board to STRS from the contract salary otherwise payable to such teacher in cash.
- B. The Treasurer will prepare and distribute an addendum to each teacher's contract which states: (1) that the teacher's contract salary is being restated as consisting of (a) a cash salary component, and (b) a "pick-up" component, which is equal to the amount of the teacher contribution being "picked-up" by the Board on behalf of the teacher; (2) that the Board will contribute to STRS an amount equal to the teacher's required contribution to STRS for the account of each teacher; and (3) that sick leave, severance, vacation, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and "pick-up" component of the teacher's restated salary.
- C. The Board's total combined expenditures for teachers' total contract salaries payable pursuant hereto (including "pick-up" amounts) and its Board contributions to STRS shall not be greater than the amount it would have paid for those items had this Article not been in effect. The Board shall compute and remit its employer contribution to STRS based upon total contract salary, including the "pick-up." The Board shall report for Federal and Ohio income tax purposes as a teacher's gross income said teacher's total contract salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as a

teacher's gross income said teacher's total contract salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

- D. This procedure is a salary reduction/salary restatement and not a purchase of employee retirement contribution by the Board.

ARTICLE 41

PAYROLL DEDUCTIONS

- A. Payroll deductions shall be made without cost to the teacher, upon thirty (30) days advance notice, in writing, from the teacher. Enrollment, change or termination may be made by the teacher at any time during the contract year for the following deductions:

1. Credit Union
2. Tax Sheltered Annuities – Teachers may make enrollment and other changes only twice per calendar year. A teacher may terminate an annuity program at any time.
3. Income Protection Insurance
4. Fund for Children and Public Education (FCPE) Contributions (formerly EPAC Contributions) - Teachers may elect to contribute through payroll deductions to political organizations and parties and nonpartisan issues. Deductions shall be in ten (10) equal installments and shall begin within two (2) pay periods following the delivery of the written authorization from the teacher to the Board Treasurer. Deductions may be made on a continuous basis with the appropriate authorization.
5. United Education Profession (UEP) dues -

The UEP dues (NREA, NEOEA, OEA, NEA, and UniServ) shall be deducted from the teacher's paycheck subject to the following factors:

- a. Completed and signed enrollment forms must be presented to the Board Treasurer by the NREA Treasurer within three (3) days after the enrollment period ends. The enrollment period for the United Education Profession membership will be September 1st-30th. Except for new regular employees, no others will be eligible for dues deduction after that date. Teachers employed after September 30 of any school year who elect for payroll deduction, shall have their dues deducted in even installments from the remaining paychecks. The NREA Treasurer shall inform the Board Treasurer of the total amount to be deducted for teachers who are employed after September 30th.

- b. Dues deduction shall begin with the first pay in November and continue with each paycheck through August. The Board shall withhold the balance of any dues from the final paycheck of any teacher who resigns, retires, takes leave or is terminated.
 - c. The Board Treasurer shall submit a monthly check in the total amount of monthly teacher dues deductions to the NREA Treasurer not later than five (5) days following the end of each pay period. Such check shall be made payable to the North Royalton Education Association.
 - d. The Board Treasurer shall also submit a monthly listing of names and amount of dues deducted for each person to the NREA Treasurer.
6. Ohio Tuition Trust Authority
7. Roth IRAs. Enrollment and changes may be made only during the months of September and January. A minimum of five teachers must sign up in order to initiate each Roth IRA provider. A teacher may terminate an annuity program at any time. A signed deduction authorization must be received by the Treasurer's Office before deductions can begin. A teacher may terminate a Roth IRA deduction at any time.

8. Ohio Deferred Compensation Plan

Teachers may contribute to the Ohio Deferred Compensation Plan (an Internal Revenue Code Section 457 Plan). In addition, the Board and the Association shall explore and consider implementation of at least one other Section 457 Plan.

9. Section 125 Plan ("Cafeteria Plan")

- a. The Board shall maintain a "Cafeteria Plan" that is designed to (a) allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, (b) allow teachers to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the Association), and (c) allow teachers to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph c below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage (Article 37.I.) provisions of this Agreement shall be made through the Cafeteria Plan.
- b. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each teacher will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted at least ten (10) business days before the beginning of the plan year (October 1st

through September 30th). Each teacher hired after September 15th may enroll in the Section 125 Plan within his/her first sixty (60) days of employment and during his/her first year of employment only, the Section 125 Plan year will begin the first of the month following the teacher's first sixty (60) days of employment and will end on the following September 30th. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the teacher to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph e below (Forfeiture of Unused Allocations). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

c. Dependent Care FSA

- 1) Under the Cafeteria Plan, each teacher will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently \$5,000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
- 2) The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.
- 3) No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

d. Health Care FSA

- 1) Under the Cafeteria Plan, each teacher will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$4,000 per year (exclusive of any teacher contributions for health coverage), and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
- 2) The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October.

e. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event a teacher separates from employment during a plan year with a remaining balance in the FSA account(s), the teacher may continue to receive reimbursements from the account(s) through the end of that plan year.

f. Plan Administrator

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator. Any administrative costs associated with a third party administrator will be offset by a service fee of \$1.00 per pay per participating teacher.

10. Such other purposes mutually agreeable to the Board and the Association President or as required by law.

ARTICLE 42

SALARY AND OTHER COMPENSATION

- A. For the term of this Agreement, all teachers shall be paid according to the attached salary schedule(s). Hours indicated (+6, +12, +18, +24, +30, +36, +42, and +48) are semester hours. One-quarter hour is equivalent to 2/3 semester hours.
- B. For the purposes of advancement on the salary schedule, a teacher who works a minimum of one hundred twenty (120) days in each school year, with each day consisting of at least three and one-half (3-1/2) hours shall be granted a year of experience.
- C. "Longevity" for the purposes of the salary schedule shall mean years of service.
- D. Service credit awarded to teachers new to the North Royalton City Schools shall be consistent with Board policy. A year of service credit for prior substitute teaching or tutoring experience shall be granted only if the teacher has taught or tutored one hundred twenty (120) days or more in any one (1) school district, with each day consisting of a minimum of four (4) hours. As long as appropriate credit is awarded within these parameters, the Board's determination of service credit for teachers new to the North Royalton City Schools shall not be subject to challenge through the grievance procedure or otherwise.

- E. Teachers who perform supplemental duties will be compensated according to that schedule.
- F. Teachers who enroll in college course work which is outside of their area(s) of certification/licensure in teaching responsibilities must obtain the prior approval of the Superintendent or his/her designee if they wish to obtain credit on the salary schedule. Courses taken to qualify a teacher for guidance or administration need not be approved.
- G. A maximum of twelve (12) semester hours of undergraduate courses will be approved for pay on the salary schedule beyond the MA level provided:
 - 1. That the courses are in the teacher's teaching field or closely allied to it, and taken to improve classroom teaching ability; and
 - 2. That the courses are approved in advance by the Superintendent or his/her designee.
- H. A committee shall be formed to review areas of dispute involving F and G above. The committee shall be ongoing and be composed of the Association President and one other Association member, the Superintendent and the Assistant Superintendent. In case of continued dispute, the Association or any of its members may initiate the Grievance Procedure.
- I. Salary adjustments due to earned college credits will be calculated on September 30th and/or March 31st, retroactive to September 1st and March 1st (or the nearest payroll beginning date after September 1st and March 1st), respectively, provided the teacher has supplied documentation, which is satisfactory and can be verified, to the Superintendent or his/her designee on or before September 30 or March 31. Provisions of Article 42, F, G and H continue to be applicable.
- J. Enrichment and Evening Classes

Teachers shall be paid .0007 of the BA base salary per hour for teaching enrichment and evening classes.
- K. Individual/Small Group Instructors (formerly Remedial Reading, LD and Chapter I Tutors)
 - 1. Individual/Small Group Instructors shall be paid at an hourly rate equivalent to the "0" step of either the "B" column or the "MA" column of the teacher salary schedule depending on the degree status of the individual. (The hourly rate is determined by taking the salary amount divided by 185 days which is then divided by 7.5 hours). Thereafter, for each year of service to the District, additional years will be granted on the teacher salary schedule.
 - a. Additional educational credit may be given on the salary schedule for qualifying coursework earned subsequent to the beginning of the 2006-07 school year.

- b. Any current ISGI whose present hourly rate exceeds those set forth in K.1., above, will be placed at the appropriate step of the B or MA column which is the first to equal or exceed his/her current hourly rate. He/she will then be able to step from that point each year. Additional increases for educational credits will be the same as set forth in K.1., above.
2. Each Individual/Small Group Instructor shall be paid at his/her hourly rate to attend Open House, faculty meetings, parent-teacher conferences, in-service sessions, team meetings and committee meetings if required by the administration to attend.
3. Each Individual/Small Group Instructor shall be compensated at his/her hourly rate when assigned bus duty.
4. Each Individual/Small Group Instructor shall be paid for his/her lunch time if he/she works a minimum of a five (5) hour day.
5. If a student is absent, the Individual/Small Group Instructor shall still be paid for the time at his/her hourly rate.
6. Each Individual/Small Group Instructor shall be compensated at his/her hourly rate to write IEPs.

L. Summer School Instruction

Teachers shall be paid .0007 of the BA base salary per hour. Teachers will also be paid for a minimum of one (1) hour preparation for each hour of instruction taught in a single summer school day [i.e., if the course being taught is a five (5) hour course, the teacher would receive payment for the five (5) hours of preparation on a one-time basis; if the course being taught is a two (2) hour course, the teacher would receive payment for two (2) hours of preparation on a one-time basis].

M. Pay Periods

1. Teachers' annual contract salary shall be paid in twenty-six (26) equal bi-weekly installments (every other Friday). When the normal pay date falls on a day when school is not in session, the pay date will be advanced to the last day in session prior to the regular pay date, or sent by regular United States mail so that it is received on or before the regular pay date.
2. Electronic Transfer - The salary of all teachers shall be paid by electronic transfer to an institution of the teacher's choice. Only one (1) change of institution may be made each year.
3. The Board shall pay all monies due a deceased teacher other than insurance payments or other monies it does not directly control no later than the second pay

date following the pay period in which the Board becomes aware of the teacher's death. Such payment shall be made to the teacher's spouse or at the request of the teacher, to a designated beneficiary. If there is no spouse or designated beneficiary, payment shall be made to the deceased's estate.

N. Merit Incentive For Attendance Payments

1. Each teacher who has used no sick leave during the past school year shall receive a merit incentive for attendance payment for that year of \$250. Each teacher who has used no personal leave or unpaid leave during the past school year shall receive a merit incentive for attendance payment for that year of \$250. Such payments shall be payable in July. A teacher who uses personal leave for religious observance reasons is considered not to have used a day(s) of personal leave.
2. Each teacher who uses one (1) day of sick leave during the past school year shall receive a merit incentive for attendance payment for that year of \$125. Each teacher who uses one (1) day of personal leave during the past school year shall receive a merit incentive for attendance payment for that year of \$125. Such payments shall be payable in July. A teacher who uses personal leave for religious observance reasons is considered not to have used a day(s) of personal leave.
3. Assuming personal leave has not otherwise been converted to sick leave pursuant to Article 18, paragraph B.8. (Appendix D), a teacher will automatically receive merit incentive for attendance compensation, if eligible, without submitting any additional forms.
4. Payments received by teachers under this Section are not available for teachers employed or returning from leave following the end of the first nine-week grading period of any school year. Teachers who are part-time or job sharing are eligible for a prorated incentive only, based upon the percentage of their workday or approved job share.
5. A teacher receiving merit incentive for attendance is ineligible to convert personal leave to sick leave as provided under Article 18 B. 8.

O. Payment and Deferral of Severance Pay and/or Retirement Incentive Plan

1. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Section 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 teachers shall have their "Severance Pay" (as defined below) 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"). Such payment shall be in lieu of the payment being made directly to the retired teacher; and such payment shall eliminate all sick leave credit

of the retired teacher. For purposes of this Section, this arrangement is referred to as the 403(b) Plan.

2. For purposes of the 403(b) Plan, the term "Severance Pay" shall include:
 - a. any Severance Pay that a member is entitled to on account of "retirement", pursuant to Article 39 of this Agreement, and/or
 - b. any Retirement Incentive payment that a teacher is entitled to (if applicable).
3. Participation in the 403(b) Plan shall be mandatory for any teacher who:
 - a. is employed by the District,
 - b. is entitled to Severance Pay, and
 - c. is, or will be, age 55 years or older in the calendar year in which he/she retires, or, in the case of a retired/rehired teacher, resigns.
4. 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.
5. The required contribution to the 403(b) Plan shall be made within the timeframe provided for payment of severance pay under the applicable provisions of Article 39 and shall be made within the timeframe described regarding the payment of Retirement Incentive pay (if applicable).
6. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b). If the amount payable to the 403(b) Plan in any calendar year would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the excess amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. This process shall be repeated for up to five calendar years following the year of retirement, in each such year not to exceed the maximum amount permitted under the applicable federal income tax law for that year; and if there are still any remaining excess amounts in the fifth calendar year after retirement, the remaining excess shall be paid in cash to the retired teacher.
7. 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 teacher does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the teacher. A

successor company(ies) to AIG VALIC may be selected at any time by mutual agreement of the Board and the Association.

8. If a teacher 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 403(b) Plan provider and shall be paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan provider's contract.
9. A teacher who is entitled to Severance Pay under Article 39 of this Agreement and who is not an eligible participant in the 403(b) Plan, will continue to be eligible for any and all severance payments in accordance with Article 39 and/or Retirement Incentive payments (if applicable) in accordance with any Retirement Incentive language bargained. Any such teacher may elect to defer such payments to a TSA as permitted by law and Board policy.
10. The Plan year of the 403(b) Plan shall be the calendar year starting with January, 2007.
11. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan participants.
12. 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 or her sole discretion, determines is required by law. Neither the Board nor the Association guarantees any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

North Royalton City School District
 Certificated/Licensed Salary Schedule
 Effective August 1, 2013

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
B	1.000	1.047	1.095	1.142	1.211	1.259	1.306	1.354	1.401	1.449	1.496	1.544	1.591	1.639	1.742	
	39,340	41,189	43,077	44,926	47,641	49,529	51,378	53,266	55,115	57,004	58,853	60,741	62,590	64,478	68,530	
BA+6	1.012	1.059	1.107	1.154	1.223	1.270	1.318	1.365	1.413	1.460	1.508	1.555	1.603	1.650	1.754	
	39,812	41,661	43,549	45,398	48,113	49,962	51,850	53,699	55,587	57,436	59,325	61,174	63,062	64,911	69,002	
BA+12	1.023	1.071	1.118	1.166	1.234	1.282	1.329	1.377	1.424	1.472	1.519	1.567	1.614	1.662	1.766	
	40,245	42,133	43,982	45,870	48,546	50,434	52,283	54,171	56,020	57,908	59,757	61,646	63,495	65,383	69,474	
BA+18	1.035	1.082	1.130	1.177	1.246	1.293	1.341	1.388	1.436	1.483	1.531	1.578	1.626	1.673	1.778	
	40,717	42,566	44,454	46,303	49,018	50,867	52,755	54,604	56,492	58,341	60,230	62,079	63,967	65,816	69,947	
BA+24	1.046	1.094	1.141	1.189	1.258	1.305	1.363	1.400	1.448	1.495	1.543	1.590	1.638	1.685	1.791	
	41,150	43,038	44,887	46,775	49,490	51,339	53,220	55,076	56,964	58,813	60,702	62,551	64,439	66,288	70,458	
BA+30	1.058	1.109	1.159	1.210	1.282	1.332	1.383	1.434	1.484	1.535	1.586	1.636	1.687	1.738	1.850	
	41,622	43,628	45,595	47,601	50,434	52,401	54,407	56,414	58,381	60,387	62,393	64,360	66,367	68,373	72,779	
MA	1.070	1.126	1.182	1.237	1.315	1.370	1.426	1.482	1.538	1.594	1.650	1.706	1.762	1.818	1.874	2.000
	42,094	44,297	46,500	48,664	51,732	53,896	56,099	58,302	60,505	62,708	64,911	67,114	69,317	71,520	73,723	78,680
MA+6	1.081	1.137	1.193	1.249	1.326	1.382	1.438	1.494	1.550	1.606	1.662	1.718	1.774	1.830	1.886	2.010
	42,527	44,730	46,933	49,136	52,165	54,368	56,571	58,774	60,977	63,180	65,383	67,586	69,789	71,992	74,195	79,073
MA+12	1.093	1.149	1.205	1.261	1.338	1.394	1.450	1.506	1.562	1.617	1.673	1.729	1.785	1.841	1.897	2.022
	42,999	45,202	47,405	49,608	52,637	54,840	57,043	59,246	61,449	63,613	65,816	68,019	70,222	72,425	74,628	79,545
MA+18	1.104	1.160	1.216	1.272	1.349	1.405	1.461	1.517	1.573	1.629	1.685	1.741	1.797	1.853	1.909	2.034
	43,431	45,634	47,837	50,040	53,070	55,273	57,476	59,679	61,882	64,085	66,288	68,491	70,694	72,897	75,100	80,018
MA+24	1.116	1.172	1.228	1.284	1.361	1.417	1.473	1.529	1.585	1.641	1.697	1.753	1.809	1.864	1.920	2.046
	43,903	46,106	48,310	50,513	53,542	55,745	57,948	60,151	62,354	64,557	66,760	68,963	71,166	73,330	75,533	80,490
MA+30	1.128	1.184	1.240	1.296	1.373	1.429	1.484	1.540	1.596	1.652	1.708	1.764	1.820	1.876	1.932	2.058
	44,376	46,579	48,782	50,985	54,014	56,217	58,381	60,584	62,787	64,990	67,193	69,396	71,599	73,802	76,005	80,962
MA+36	1.139	1.196	1.253	1.310	1.388	1.445	1.502	1.559	1.616	1.673	1.730	1.787	1.844	1.901	1.958	2.087
	44,808	47,051	49,293	51,535	54,604	56,846	59,089	61,331	63,573	65,816	68,058	70,301	72,543	74,785	77,028	82,103
MA+42	1.151	1.208	1.265	1.322	1.400	1.457	1.514	1.571	1.628	1.685	1.742	1.799	1.856	1.913	1.970	2.099
	45,280	47,523	49,765	52,007	55,076	57,318	59,561	61,803	64,046	66,288	68,530	70,773	73,015	75,257	77,500	82,575
MA+48	1.163	1.220	1.277	1.334	1.412	1.469	1.526	1.583	1.640	1.697	1.754	1.811	1.868	1.925	1.982	2.112
	45,752	47,995	50,237	52,480	55,548	57,790	61,449	62,275	64,518	66,760	69,002	71,245	73,487	75,730	77,972	83,086
PhD	1.186	1.247	1.308	1.369	1.452	1.513	1.574	1.635	1.697	1.758	1.819	1.880	1.941	2.003	2.064	2.202
	46,657	49,057	51,457	53,856	57,122	59,521	61,921	64,321	66,760	69,180	71,559	73,959	76,359	78,798	81,198	86,627

Longevity is 7.50% of Base Rate at the 20th year, 12.0% of the Base Rate at the 25th year and 15.0% of the Base Rate at the 31st year.

North Royalton City Schools

Certificated/Licensed Salary Schedule

Effective August 1, 2014

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
B	1.000	1.047	1.095	1.142	1.211	1.259	1.306	1.354	1.401	1.449	1.496	1.544	1.591	1.639	1.742	
	39,537	41,395	43,293	45,151	47,879	49,777	51,635	53,533	55,391	57,289	59,147	61,045	62,903	64,801	68,873	
BA+6	1.012	1.059	1.107	1.154	1.223	1.270	1.318	1.385	1.413	1.460	1.508	1.555	1.603	1.650	1.754	
	40,011	41,870	43,767	45,626	48,354	50,212	52,110	53,968	55,866	57,724	59,622	61,480	63,378	65,236	69,348	
BA+12	1.023	1.071	1.118	1.166	1.234	1.282	1.329	1.377	1.424	1.472	1.519	1.567	1.614	1.662	1.766	
	40,446	42,344	44,202	46,100	48,789	50,688	52,545	54,442	56,301	58,198	60,057	61,954	63,813	65,710	69,822	
BA+18	1.035	1.082	1.130	1.177	1.245	1.293	1.341	1.388	1.438	1.483	1.531	1.578	1.626	1.673	1.778	
	40,921	42,779	44,677	46,535	49,263	51,121	53,019	54,877	56,775	58,633	60,531	62,389	64,287	66,145	70,297	
BA+24	1.046	1.094	1.141	1.189	1.258	1.305	1.363	1.400	1.448	1.495	1.543	1.590	1.638	1.685	1.791	
	41,356	43,253	45,112	47,009	49,738	51,596	53,889	55,352	57,250	59,108	61,006	62,864	64,762	66,620	70,811	
BA+30	1.058	1.109	1.159	1.210	1.282	1.332	1.383	1.434	1.484	1.535	1.586	1.636	1.687	1.738	1.850	
	41,830	43,847	45,823	47,840	50,686	52,663	54,680	56,696	58,673	60,689	62,706	64,683	66,699	68,715	73,143	
MA	1.070	1.126	1.182	1.237	1.315	1.370	1.426	1.482	1.538	1.594	1.650	1.706	1.762	1.818	1.874	2.000
	42,305	44,519	46,733	48,907	51,991	54,166	56,380	58,594	60,808	63,022	65,236	67,450	69,664	71,878	74,092	79,074
MA+6	1.081	1.137	1.193	1.249	1.326	1.382	1.438	1.494	1.550	1.606	1.662	1.718	1.774	1.830	1.886	2.010
	42,739	44,954	47,168	49,382	52,426	54,640	56,854	59,068	61,282	63,496	65,710	67,925	70,139	72,353	74,567	79,469
MA+12	1.093	1.149	1.205	1.261	1.338	1.394	1.450	1.506	1.562	1.617	1.673	1.729	1.785	1.841	1.897	2.022
	43,214	45,428	47,642	49,856	52,901	55,115	57,329	59,543	61,757	63,931	66,145	68,359	70,574	72,788	75,002	79,944
MA+18	1.104	1.160	1.216	1.272	1.349	1.405	1.461	1.517	1.573	1.629	1.685	1.741	1.797	1.853	1.909	2.034
	43,649	45,863	48,077	50,291	53,335	55,549	57,764	59,978	62,192	64,406	66,620	68,834	71,048	73,262	75,476	80,418
MA+24	1.116	1.172	1.228	1.284	1.361	1.417	1.473	1.529	1.585	1.641	1.697	1.753	1.809	1.864	1.920	2.046
	44,123	46,337	48,551	50,766	53,810	56,024	58,238	60,452	62,666	64,880	67,094	69,308	71,522	73,697	75,911	80,893
MA+30	1.128	1.184	1.240	1.296	1.373	1.429	1.484	1.540	1.596	1.652	1.708	1.764	1.820	1.876	1.932	2.058
	44,598	46,812	49,026	51,240	54,284	56,498	58,673	60,887	63,101	65,315	67,529	69,743	71,957	74,171	76,385	81,367
MA+36	1.139	1.196	1.253	1.310	1.388	1.445	1.502	1.559	1.616	1.673	1.730	1.787	1.844	1.901	1.958	2.087
	45,033	47,286	49,540	51,793	54,877	57,131	59,385	61,638	63,892	66,145	68,399	70,653	72,906	75,160	77,413	82,514
MA+42	1.151	1.208	1.265	1.322	1.400	1.457	1.514	1.571	1.628	1.685	1.742	1.799	1.856	1.913	1.970	2.099
	45,507	47,761	50,014	52,268	55,352	57,605	59,859	62,113	64,366	66,620	68,873	71,127	73,381	75,634	77,888	82,988
MA+48	1.163	1.220	1.277	1.334	1.412	1.469	1.526	1.583	1.640	1.697	1.754	1.811	1.868	1.925	1.982	2.112
	45,982	48,235	50,489	52,742	55,826	58,080	61,757	62,587	64,841	67,094	69,348	71,602	73,855	76,109	78,362	83,502
PhD	1.186	1.247	1.308	1.369	1.452	1.513	1.574	1.635	1.697	1.758	1.819	1.880	1.941	2.003	2.064	2.202
	46,891	49,303	51,714	54,126	57,408	59,819	62,231	64,643	67,094	69,506	71,918	74,330	76,741	79,193	81,604	87,060

Longevity is 8.00% of Base Rate at the 20th year, 12.5% of the Base Rate at the 25th year and 15.5% of the Base Rate at the 31st year.

Certificated/Licensed Salary Schedule
Effective August 1, 2015

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
B	1,000	1,047	1,095	1,142	1,211	1,259	1,306	1,354	1,401	1,449	1,496	1,544	1,591	1,639	1,742	
	39,932	41,809	43,726	45,602	48,358	50,274	52,151	54,068	55,945	57,861	59,738	61,855	63,532	65,449	69,562	
BA+6	1,012	1,059	1,107	1,154	1,223	1,270	1,318	1,365	1,413	1,460	1,508	1,555	1,603	1,650	1,754	
	40,411	42,288	44,205	46,082	48,837	50,714	52,630	54,507	56,424	58,301	60,217	62,094	64,011	65,888	70,041	
BA+12	1,023	1,071	1,118	1,166	1,234	1,282	1,329	1,377	1,424	1,472	1,519	1,567	1,614	1,662	1,766	
	40,850	42,767	44,644	46,561	49,276	51,193	53,070	54,986	56,863	58,780	60,657	62,573	64,450	66,367	70,520	
BA+18	1,035	1,082	1,130	1,177	1,246	1,293	1,341	1,388	1,436	1,483	1,531	1,578	1,626	1,673	1,778	
	41,330	43,206	45,123	47,000	49,755	51,632	53,549	55,426	57,342	59,219	61,136	63,013	64,929	66,806	70,999	
BA+24	1,046	1,094	1,141	1,189	1,258	1,305	1,363	1,400	1,448	1,495	1,543	1,590	1,638	1,685	1,791	
	41,789	43,666	45,562	47,479	50,234	52,111	54,427	55,905	57,822	59,698	61,615	63,492	65,406	67,285	71,518	
BA+30	1,058	1,109	1,159	1,210	1,282	1,332	1,383	1,434	1,484	1,535	1,586	1,636	1,687	1,738	1,850	
	42,248	44,285	46,281	48,318	51,193	53,189	55,226	57,262	59,259	61,296	63,332	65,329	67,365	69,402	73,874	
MA	1,070	1,126	1,182	1,237	1,315	1,370	1,426	1,482	1,538	1,594	1,650	1,706	1,762	1,818	1,874	2,000
	42,727	44,963	47,200	49,396	52,511	54,707	56,943	59,179	61,415	63,652	65,888	68,124	70,360	72,596	74,833	79,864
MA+6	1,081	1,137	1,193	1,249	1,326	1,382	1,438	1,494	1,550	1,606	1,662	1,718	1,774	1,830	1,886	2,010
	43,166	45,403	47,639	49,875	52,950	55,186	57,422	59,658	61,895	64,131	66,367	68,603	70,839	73,076	75,312	80,263
MA+12	1,093	1,149	1,205	1,261	1,338	1,394	1,450	1,506	1,562	1,617	1,673	1,729	1,785	1,841	1,897	2,022
	43,646	45,882	48,118	50,354	53,429	55,665	57,901	60,138	62,374	64,570	66,806	69,042	71,279	73,515	75,751	80,743
MA+18	1,104	1,160	1,216	1,272	1,349	1,405	1,461	1,517	1,573	1,629	1,685	1,741	1,797	1,853	1,909	2,034
	44,085	46,321	48,557	50,794	53,868	56,104	58,341	60,577	62,813	65,049	67,285	69,522	71,758	73,994	76,230	81,222
MA+24	1,116	1,172	1,228	1,284	1,361	1,417	1,473	1,529	1,585	1,641	1,697	1,753	1,809	1,864	1,920	2,046
	44,564	46,800	49,036	51,273	54,347	56,584	58,820	61,056	63,292	65,528	67,765	70,001	72,237	74,433	76,669	81,701
MA+30	1,128	1,184	1,240	1,296	1,373	1,429	1,484	1,540	1,596	1,652	1,708	1,764	1,820	1,876	1,932	2,058
	45,043	47,279	49,516	51,752	54,827	57,063	59,259	61,495	63,731	65,968	68,204	70,440	72,676	74,912	77,149	82,180
MA+36	1,139	1,196	1,253	1,310	1,388	1,445	1,502	1,559	1,616	1,673	1,730	1,787	1,844	1,901	1,958	2,087
	45,483	47,759	50,035	52,311	55,426	57,702	59,978	62,254	64,530	66,806	69,082	71,358	73,635	75,911	78,187	83,338
MA+42	1,151	1,208	1,265	1,322	1,400	1,457	1,514	1,571	1,628	1,685	1,742	1,799	1,856	1,913	1,970	2,099
	45,962	48,238	50,514	52,790	55,905	58,181	60,457	62,733	65,009	67,285	69,562	71,838	74,114	76,390	78,666	83,817
MA+48	1,163	1,220	1,277	1,334	1,412	1,469	1,526	1,583	1,640	1,697	1,754	1,811	1,868	1,925	1,982	2,112
	46,441	48,717	50,993	53,269	56,384	58,660	62,374	63,212	65,488	67,765	70,041	72,317	74,593	76,869	79,145	84,336
PhD	1,186	1,247	1,308	1,369	1,452	1,513	1,574	1,635	1,697	1,758	1,819	1,880	1,941	2,003	2,064	2,202
	47,359	49,795	52,231	54,667	57,981	60,417	62,853	65,289	67,765	70,200	72,636	75,072	77,508	79,984	82,420	87,930

Longevity is 8.50% of Base Rate at the 20th year, 13.0% of the Base Rate at the 25th year and 16.0% of the Base Rate at the 31st year.

North Royalton City Schools

Certificated/Licensed Salary Schedule

Effective August 1, 2016

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
B	1.000	1.047	1.095	1.142	1.211	1.259	1.306	1.354	1.401	1.449	1.496	1.544	1.591	1.639	1.742	
	40,331	42,227	44,162	46,058	48,841	50,777	52,672	54,608	56,504	58,440	60,335	62,271	64,167	66,103	70,257	
BA+6	1.012	1.059	1.107	1.154	1.223	1.270	1.318	1.365	1.413	1.460	1.508	1.555	1.603	1.650	1.754	
	40,815	42,711	44,646	46,542	49,325	51,220	53,156	55,052	56,968	58,883	60,819	62,715	64,651	66,546	70,741	
BA+12	1.023	1.071	1.118	1.166	1.234	1.282	1.329	1.377	1.424	1.472	1.519	1.567	1.614	1.662	1.766	
	41,259	43,195	45,090	47,026	49,768	51,704	53,600	55,536	57,431	59,367	61,263	63,199	65,094	67,030	71,225	
BA+18	1.035	1.082	1.130	1.177	1.246	1.293	1.341	1.388	1.436	1.483	1.531	1.578	1.626	1.673	1.778	
	41,743	43,638	45,574	47,470	50,252	52,148	54,084	55,979	57,915	59,811	61,747	63,642	65,578	67,474	71,709	
BA+24	1.046	1.094	1.141	1.189	1.258	1.305	1.363	1.400	1.448	1.495	1.543	1.590	1.638	1.685	1.791	
	42,186	44,122	46,018	47,954	50,736	52,632	54,971	56,483	58,399	60,295	62,231	64,126	66,062	67,958	72,233	
BA+30	1.058	1.109	1.159	1.210	1.282	1.332	1.383	1.434	1.484	1.535	1.586	1.636	1.687	1.738	1.850	
	42,670	44,727	46,744	48,801	51,704	53,721	55,778	57,835	59,851	61,908	63,965	65,982	68,038	70,095	74,612	
MA	1.070	1.126	1.182	1.237	1.315	1.370	1.426	1.482	1.538	1.594	1.650	1.706	1.762	1.818	1.874	2.000
	43,154	45,413	47,671	49,889	53,035	55,253	57,512	59,771	62,029	64,288	66,546	68,805	71,063	73,322	75,580	80,662
MA+6	1.081	1.137	1.193	1.249	1.328	1.382	1.438	1.494	1.550	1.606	1.662	1.718	1.774	1.830	1.886	2.010
	43,598	45,856	48,115	50,373	53,479	55,737	57,996	60,255	62,513	64,772	67,030	69,289	71,547	73,806	76,064	81,065
MA+12	1.093	1.149	1.205	1.261	1.338	1.394	1.450	1.506	1.562	1.617	1.673	1.729	1.785	1.841	1.897	2.022
	44,082	46,340	48,599	50,857	53,963	56,221	58,480	60,738	62,997	65,215	67,474	69,732	71,991	74,249	76,508	81,549
MA+18	1.104	1.160	1.216	1.272	1.349	1.405	1.461	1.517	1.573	1.629	1.685	1.741	1.797	1.853	1.909	2.034
	44,525	46,784	49,042	51,301	54,407	56,665	58,924	61,182	63,441	65,699	67,958	70,216	72,475	74,733	76,992	82,033
MA+24	1.116	1.172	1.228	1.284	1.361	1.417	1.473	1.529	1.585	1.641	1.697	1.753	1.809	1.864	1.920	2.046
	45,009	47,268	49,526	51,785	54,890	57,149	59,408	61,666	63,925	66,183	68,442	70,700	72,959	75,177	77,436	82,517
MA+30	1.128	1.184	1.240	1.296	1.373	1.429	1.484	1.540	1.596	1.652	1.708	1.764	1.820	1.876	1.932	2.058
	45,493	47,752	50,010	52,269	55,374	57,633	59,851	62,110	64,368	66,627	68,885	71,144	73,402	75,661	77,919	83,001
MA+36	1.139	1.196	1.253	1.310	1.388	1.445	1.502	1.559	1.616	1.673	1.730	1.787	1.844	1.901	1.958	2.087
	45,937	48,236	50,535	52,834	55,979	58,278	60,577	62,876	65,175	67,474	69,773	72,071	74,370	76,669	78,968	84,171
MA+42	1.151	1.208	1.265	1.322	1.400	1.457	1.514	1.571	1.628	1.685	1.742	1.799	1.856	1.913	1.970	2.099
	46,421	48,720	51,019	53,318	56,463	58,762	61,061	63,360	65,659	67,958	70,257	72,555	74,854	77,153	79,452	84,655
MA+48	1.163	1.220	1.277	1.334	1.412	1.469	1.526	1.583	1.640	1.697	1.754	1.811	1.868	1.925	1.982	2.112
	46,905	49,204	51,503	53,802	56,947	59,246	62,997	63,844	66,143	68,442	70,741	73,039	75,338	77,637	79,936	85,179
PhD	1.186	1.247	1.308	1.369	1.452	1.513	1.574	1.635	1.697	1.758	1.819	1.880	1.941	2.003	2.064	2.202
	47,833	50,293	52,753	55,213	58,561	61,021	63,481	65,941	68,402	70,862	73,322	75,782	78,242	80,703	83,163	88,809

Longevity is 9.00% of Base Rate at the 20th year, 13.5% of the Base Rate at the 25th year and 16.5% of the Base Rate at the 31st year.

ARTICLE 43

SUPPLEMENTAL CONTRACTS

- A. A separate supplemental contract shall be issued for all teachers performing supplemental activities contained in the Supplemental Salary Schedule which is developed annually by the Supplemental Salary Committee. Said contract will contain specific activity or activities and the stipend for each and shall be for a period of one (1) year. Each supplemental contract shall expire on the date stated therein without further notice to the teacher.

- B. A teacher offered a supplemental contract pursuant to this provision shall execute and return such contract to the Board Treasurer or his/her designee at such time as shall be indicated in the contract; failure to execute and timely return the contract as provided herein shall constitute a rejection of such offer of employment. Experienced coaches new to the North Royalton City School District will be placed on the Supplemental Salary Schedule at the discretion of the Superintendent or his/her designee.

- C. Payment for supplemental duties shall be as set forth in the Supplemental Salary Schedule as determined by the Supplemental Salary Committee on an annual basis. If a teacher is unable to fulfill the responsibilities of a supplemental contract, he/she may only be paid the pro-rata portion of the contract for work completed. The remaining portion of the supplemental contract may be reassigned with the corresponding pro-rated payment at the level of pay determined for the approved individual filling such position. The pro-ration of a supplemental contract will be necessary when the teacher has been unable to fulfill the duties/responsibilities of the supplemental contract for five (5) consecutive work days (unless the nature of the supplemental contract requires the immediate assignment of an approved individual to those supplemental contract duties/responsibilities) or when the teacher discontinues active employment due to a leave of absence or resignation. If the teacher is able to resume the duties/responsibilities of the supplemental contract he/she will be compensated on a pro-rated basis. It is understood by the Association and the Board that many bargaining unit members have traditionally taken the initiative to invest time in the performance of supplemental duties either before or after the contract year (and/or athletic season) in an effort to enhance student outcomes in the underlying activity. Though encouraged, the parties recognize and acknowledge that there is no expectancy of payment for these laudable efforts in the event the supplemental activity is determined not to proceed in any contract year, due to insufficient numbers, operational concerns and/or economic conditions. However, should a coach or activity advisor put in preparation time before the beginning of the actual activity/season, they may turn in a time sheet for up to (4) four hours of compensation to be paid at the current established hourly supplemental rate. The time sheet needs to be reviewed and approved by the building principal prior to being sent to payroll. As such, all supplemental contracts will contain language to reflect this disclaimer/acknowledgement.

- D. Club advisors not included within the Supplemental Salary Schedule shall be paid, on a time-sheet basis, a rate of .0003 of the B.A. base salary per hour for those duties performed

outside the seven and one-half (7-1/2) hour teacher day. To be eligible for payment, advisors must be recommended by the building principal and approved by the Superintendent and Board for supplemental pay prior to October of each school year. All scheduled activities must have prior approval of the building principal. The number of hours to be spent by the club advisor for that activity shall be agreed at the beginning of the school year between the advisor and the building principal, but shall not exceed seventy-five (75) hours except for the High School Science Club. The number of hours may be changed by reason of extenuating circumstances during the school year upon agreement of the club advisor and the building principal. In addition:

1. The number of hours allocated for club activities may vary from school year to school year.
2. The principal of the building in which the club is primarily operated will confer with each club advisor regarding the number of hours that will be authorized for a given school year.
3. The number of authorized hours may increase or decrease from school year to school year, as determined by the needs of the students and by the available financial resources; said number of authorized hours shall be determined by the principal and authorized by the District Treasurer.
4. As warranted, the hours that may have been approved for a club in the preceding school year may be reduced for the subsequent school year and those hours reduced transferred to another club; said adjustments shall be determined by the principal and authorized by the District Treasurer.
5. In those limited instances when necessary and contingent upon available financial resources, the seventy-five (75) hour maximum may be exceeded to meet the needs of the students at that time, as determined by the principal and authorized by the District Treasurer.
6. For the club advisor to be eligible for compensation under this Section the club must meet the following guidelines for supplemental pay of club advisors:
 - a. Written Constitution;
 - b. Elected officers, including a secretary to record minutes of all meetings;
 - c. Stated program goals and budget proposal for school year;
 - d. Recommended by principal and approved by Superintendent;
 - e. Written job description approved by Superintendent; and
 - f. Minimum criteria:

- 1) Continuous activity throughout the year;
 - 2) Have the equivalency of one meeting per week. Activity should be a minimum of one-half (1/2) hour in length;
 - 3) Have a minimum student participation of ten (10);
 - 4) Have a minimum of ten (10) hours of student participation outside the teacher seven and one-half (7-1/2) hour school day; and
 - 5) Should be conducted in coordination with the school building administration.
- E. Persons who are responsible for evening musical performances and who are not covered by a supplemental pay schedule will be paid as set forth in the preceding paragraph. All criteria set forth in the preceding paragraph shall be followed with the exception of the club advisor guidelines.
- F. Machinery Maintenance - This position shall be paid at three (3) days teacher's pay at the teacher's per diem rate.
- G. Supplemental Salary Committee
1. A Supplemental Salary Committee shall be established, to deal with both athletic and non-athletic supplementals. This Committee shall consist of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent. The functions of this Committee shall include:
 - a. The addition of new positions and the determination of the appropriate compensation;
 - b. Changes in the present supplemental salary schedules; and
 - c. Increasing the number of coaches and/or advisors.
 2. This Committee shall meet once each year or more often upon agreement of a majority of the Committee.
 3. Action of the Committee shall be in writing, signed by a majority of the full membership of the Committee.
 4. Any changes in supplementals shall become a part of this Agreement upon action by the Committee.
- H. The terms and conditions of supplemental contracts and duties under this Article shall continue to be collaboratively developed on an annual basis through the Supplemental

Contract Committee. Once consensus is achieved, each teacher will be issued a copy of an updated schedule of the revised version of this Article, complete with salary grid information. The updated schedule, complete with salary grid information, shall be considered part of the Agreement.

- I. Effective with the 2010-2011 contract year, two (2) supplemental contract salary steps will be provided for (a) years 1-5 and, (b) for years 6 and beyond for academic supplemental contracts. However, current academic supplemental contract holders in the bargaining unit will remain on the prior salary schedule unless or until there is a break in continuous service in a supplemental position, at which point, upon subsequent re-employment in that supplemental position, the new schedule (years 1-5 and year 6 and beyond) will apply.

ARTICLE 44

PEER ASSISTANCE FOR PROFESSIONAL DEVELOPMENT (PAPD)

- A. The Peer Assistance for Professional Development (PAPD) is a mentoring program where teachers support one another in efforts toward ongoing professional development.
- B. The PAPD Program is overseen by the Peer Assistance Team (PAT). Those teachers being mentored will be referred to as participating teachers, and those teachers in the role of mentor will be referred to as consulting teachers.
- C. The Peer Assistance Team (PAT)
 1. The Peer Assistance Team generally manages the PAPD along with determining the specific details of the PAPD program, including but not limited to:
 - a. Approving all necessary forms and documents;
 - b. Establishing operational procedures;
 - c. Selecting the consulting teachers; and
 - d. Monitoring and evaluating the effectiveness of the PAPD program.
 2. Composition of Peer Assistance Team (PAT)
 - a. The Peer Assistance Team is composed of one (1) teacher from each building and three (3) administrators. The teachers are selected by the Association and the administrators are selected by the Superintendent.
 - b. Among the teacher members of PAT, there must be at least one (1) elementary teacher, one (1) middle school teacher, and one (1) high school teacher.

- c. This committee shall have co-chairpersons. The teacher members shall select the teacher co-chairperson, and the administrative members shall select the administrative co-chairperson.
3. PAT shall have regularly scheduled quarterly meetings and such other special meetings as are determined necessary by PAT.
4. PAT members shall be compensated at an hourly rate equal to .0007 of the BA base salary.

D. Consulting Teachers

1. A consulting teacher must be provided to those teachers who are entry teachers or to those teachers who need this program for licensure requirements. However, the Superintendent, upon review of financial circumstances, shall determine which consulting-teacher model(s) (full-time, part-time, or "one-on-one") shall be utilized.
2. If utilized, each full-time consulting teacher will be responsible for seven (7) to ten (10) participating teachers and will retain his/her current contract status.
3. If utilized, each part-time consulting teacher will be responsible for fewer than seven (7) participating teachers. Each part-time consulting teacher will have regular part-time teaching responsibilities in addition to acting as a consulting teacher.
4. If utilized, each "one-on-one" consulting teacher will perform consulting teacher duties in addition to his/her regular teaching assignments, but will be granted six (6) days of release time (or their equivalent) for this purpose and be compensated with a yearly stipend of \$2,000.
5. Each full or part-time consulting teacher shall be returned to his/her previous position if the assignment as a consulting teacher is for at least one full school year.
6. Other than a notation to the effect that a teacher has served as a consulting teacher, a teacher's activities as a consulting teacher shall not be part of that teacher's evaluation as a classroom teacher. However, each consulting teacher will be subject to assessment by PAT in his/her role as a consulting teacher for the purposes of determining his/her continuation and/or suitability for that position.
7. While assignments for consulting teachers are expected to be for a full school year, unless otherwise designated at the outset, no consulting teacher shall be required to remain in the position of consulting teacher for a period longer than one full school year.
8. No consulting teacher shall participate in any formal evaluation of the participating teacher.

9. No consulting teacher shall make, nor be requested or directed to make, any recommendation regarding the continued employment of the participating teacher.
10. Any and all interaction, written or oral, between the participating teacher and the consulting teacher shall be regarded as confidential. Any violation of this tenet by the consulting teacher may constitute grounds for removal of the consulting teacher from this position, and in the case of full or part-time consulting teachers, may result in an immediate return by this teacher to an assignment for which the teacher is certificated/licensed. Before this, or any removal for cause, the consulting teacher will first have an opportunity to be heard before PAT. Thereafter, PAT will make a recommendation to the Superintendent, who makes a final determination relative to the continuation of the consulting teacher in that role.

E. Participating Teachers

1. Teachers on a two-year provisional license and who will participate in a Praxis III assessment process during a given school year must be participating teachers in the PAPD program:
2. The following may be eligible to be participating teachers in the PAPD program, upon the recommendation of the PAT and approval of the Superintendent:
 - a. Long-term substitutes (as defined in Article 36) new to the School District; and
 - b. Experienced teachers new to the School District.
3. The Superintendent or his/her designee may assign an individual to be a participating teacher as part of a plan for professional development and instructional improvement.
4. Any other teacher may request to be a participating teacher, but unless otherwise required, participation must be recommended by PAT and approved by the Superintendent.

ARTICLE 45

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (NRPDC)

In compliance with Ohio Revised Code, the North Royalton Professional Development Committee (NRPDC) is hereby created to administer the professional development of all educators employed by the District, according to the provisions of this Article. As used in this Article, "educator" means all persons employed by the School District in positions for which a certificate or license is required by the Ohio Department of Education, including administrators. The NRPDC approval of course

work for licensure is separate and apart from the approval of coursework for salary schedule purposes.

A. Committee Composition: Three Teachers, Two Administrators

1. The NRPDC shall be composed of five members: three teacher representatives, two administrators designated by the Superintendent.
2. The teacher representatives will be selected by the Association; the administrator representative will be selected by the Superintendent. The preference of the parties is that one of the teacher representatives shall be from the elementary level, one from the middle school level and one from the high school level. The Association will take that preference into consideration when making its selection of teacher members on the NRPDC, but is not bound to selecting a teacher from each level.
3. When an administrator's Professional Development Plan is being considered, the Superintendent will appoint an additional administrator to the NRPDC and one teacher member of the Committee will not participate in the process.

B. Committee Procedures

The NRPDC shall adopt rules and such forms as may be appropriate for the conduct of the business of the Committee.

C. Compensation

Members of the NRPDC shall be compensated annually for services as members of the Committee at 2% of the BA base salary.

D. Training

Committee members shall be afforded the opportunity to attend training related to the performance of his/her duties as a member of the NRPDC, subject to the Superintendent's approval. When such training occurs during the regular work day, release time shall be granted.

E. Decisions of NRPDC Not Grievable

No decision of the NRPDC or the NRPDC appeals process (any and all steps) is grievable.

ARTICLE 46

RESIDENT EDUCATOR

A. Introduction

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board. This program shall be separate from and shall not replace the employee evaluation system.

B. Definitions

1. Resident Educator Program

The four-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

2. Resident Educator Program Coordinator (REPC)

The Resident Educator Program Coordinator shall be appointed by the Superintendent or his/her designee to coordinate the District's Resident Educator program. Eligibility criteria for selection as REPC shall be the same as the Mentor Teacher provided the REPC shall be required to have a least five (5) years of teaching experience in the North Royalton Schools and to have completed all other training required of Mentors prior to consideration as the REPC. The REPC shall perform the duties set out in the ODE Guidelines.

- a. The REPC will be granted a one-year supplemental contract and will be paid in accordance with Article 43.
- b. The REPC will not be assigned a duty and the Administration will give consideration to providing flexibility in the REPC's schedule to enhance his/her ability to perform the necessary functions of that position.
- c. Released time will be made available to the REPC as mutually determined by the Superintendent/designee and the REPC.

3. Mentor Teacher

A Mentor Teacher is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

- a. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a supplemental contract and be paid in accordance with Article 43. In addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.
- b. Mentor Teachers may be assigned one or more Resident Educator as determined by the needs of the Program.

4. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

5. Formative Assessment

Formative assessment - is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Mentors

1. Qualifications

- a. The Mentor Teacher must have five (5) years of teaching experience, of which three (3) years have been in the District as a classroom teacher and preferably at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.).
- b. The Mentor Teacher must be trained to act as a mentor through the current Ohio Department of Education Resident Educator program, or agree to be trained in the year of assignment as a Mentor Teacher.
- c. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.
- d. The Mentor Teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

2. Selection of the REPC and Mentor Teachers

- a. Selection for Mentor Teacher and REPC positions shall be made by the Superintendent utilizing the ODE Guidelines for the selection of Mentors.

- b. Should no Mentor be available in the area of certification/licensure of a Resident Educator, the Superintendent may assign a Mentor from within the grade level or subject area most closely related to that of the Resident Educator.

D. General

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
3. Neither the REPC nor any Mentor Teacher shall participate in the District's evaluation of any Resident Educator.
4. Neither the REPC nor any Mentor Teacher shall ~~not~~ be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
5. Neither the REPC nor any Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator or REPC/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher or the REPC shall constitute grounds for immediate removal from his/her role as Mentor Teacher or REPC.
6. At any time, if either the Building Principal or REPC determines that the Resident Educator-Mentor situation is not appropriate, and the concern is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the NREA President and they shall have the authority to end the Mentor appointment. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Mentor whose position is ended and/or any Mentor beginning an assignment after the start of the year will be paid in proportion to time served in that role.
7. The REPC and all Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
8. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, with the exception of the REPC.

ARTICLE 47

INTERACTIVE DISTANCE LEARNING

If the Board elects to participate in programs utilizing interactive distance learning (IDL), the following shall apply:

- A. No teacher shall lose his/her job or have his/her hours reduced as a result of the implementation of IDL.
- B. Assignment of teachers to IDL courses must be mutually agreed to by the teacher and the principal at the originating site.
- C. The originating district shall determine the course of study for each IDL course offered. Each IDL teacher shall be responsible for the content, material selection, instruction, testing, and evaluation of students in the originating and receiving sites.
- D. Course offerings with the North Royalton City School District as the originating site shall be limited to: (1) courses that are not in the existing curriculum, or (2) courses in the existing curriculum that are not being offered due to insufficient student enrollment. It is the preference of the North Royalton City School District to offer courses as regular courses instead of IDL courses. Subject to the limitations contained elsewhere in this Article, the North Royalton City School District reserves the right to extend regular curriculum classes through IDL to remote sites.
- E. Behavior, discipline, and supervision of students at IDL remote sites shall be the responsibility of the remote site district, with input from the IDL teacher.
- F. IDL teachers shall be responsible for setting up and using the equipment according to training guidelines. Installation and major maintenance of IDL equipment shall be the responsibility of the originating district and shall be done in a timely manner.
- G. Video of an IDL course may be used for make-up work for all students enrolled in that IDL course. Remote sites are responsible for their students' make-up work.
- H. Video of IDL courses are the property of the originating site district. If the originating site teacher requests it within five (5) days of the presentation, he/she shall receive a copy of his/her presentation at no cost.
- I. The evaluation of a teacher who teaches an IDL course(s) shall be in accordance with the evaluation process contained in this Agreement. All observations/evaluations shall require the physical presence of the evaluator. No observations or evaluations of IDL presentations for the purpose of professional improvement or renewal or non-renewal of the teacher's contract shall be done or conducted by electronic means. During a teacher's first year of teaching an IDL course, observations and/or evaluations of the teacher's IDL teaching shall

have no adverse effect on the teacher's employment status with the Board. This provision has no bearing on the evaluation of the teacher's other classes.

- J. The class size of an IDL course shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Because of the technology involved and because not all students are on site, total class size, including students at the originating site and those at the remote sites, shall not exceed twenty-five (25) students per teacher in no more than one (1) originating and three (3) remote locations unless there is agreement of the originating site teacher. Students at the remote sites shall not exceed the number of stations.
- K. Each IDL teacher shall prepare and video in advance a minimum of two lecture-type (non-interactive) class presentations to be used in the event of the absence of the IDL teacher.
- L. If the North Royalton City School District is the originating site district, each teacher who is teaching a full-year IDL course shall have compensation equal to five percent (5%) of the BA base salary for the first year he/she teachers on the IDL network. The compensation shall be pro-rated for IDL courses that are not a full year in length. However, if a higher rate of compensation is agreed to in the next Agreement, any IDL teacher who taught an IDL course under this Article shall receive in a lump sum the difference between the higher rate and the compensation specified in this provision.
- M. Initial and on-going training regarding IDL shall be made available to each teacher who will be teaching an IDL course. Each teacher participating in NRPDC-approved training outside the normal school day/school year shall be granted appropriate PDUs/CEUs or compensation at .0007 of the BA base salary, at the teacher's option.
- N. If an IDL teacher presents an IDL course outside of the normal school day, his/her teaching schedule shall be adjusted so that the teacher works no more than the regular contracted daily time. If an IDL teacher presents an IDL course outside of the normal school year, he/she shall be compensated at a pro rata amount of his/her normal daily rate of pay. If an evening school course is offered through IDL technology, the provisions of Article 42 shall apply.
- O. An originating site district teacher who may be required to use his/her personal automobile to travel between sites or to other meetings regarding IDL shall be reimbursed according to the provisions of Article 33 of this Agreement.
- P. An originating site district teacher who may be required to use his/her personal automobile to travel between sites or to other meetings regarding IDL shall be reimbursed according to the provisions of Article 33 of this Agreement.

ARTICLE 48

MASTER TEACHER

A Master Teacher Committee shall be established for the purpose of designating teachers in the District as a master teacher in conformance with state law and regulations. Members of the Committee will be compensated at .0007 of the base per hour for approved work outside the work day.

ARTICLE 49

EXTENSION AGREEMENT

Unless the parties mutually agree to open negotiations for a successor Agreement by the date of March 15, 2016, all terms and conditions of this Agreement shall remain in full force and effect as written for one additional year, ending July 31, 2017, with the exception that the salary schedule, effective August 1, 2016, will be modified as set forth in Appendix "F".

APPENDIX A

ASSAULT LEAVE FORM

NORTH ROYALTON CITY SCHOOLS
Board of Education
6579 Royalton Road
North Royalton, Ohio 44133

Name _____ Date _____

School _____

Assault leave has been taken in accordance with Ohio Revised Code Section 3319.143 and Article 18 of the Agreement between the North Royalton Board of Education and the North Royalton Education Association.

_____ day(s) of assault leave was/were taken beginning on _____, 20____,

and ending on _____, _____, 20____.
Day Month Year

Medical attention _____ required.
(was/was not)

Written statement embracing all facts was submitted to the principal on

_____.

If medical attention was obtained, or if your leave was for more than five (5) days, the following information must be stated:

Name of Physician _____

Office Address _____

Teacher's signature _____

Principal's signature _____

Superintendent's signature _____

APPENDIX B -- GRIEVANCE REPORT

North Royalton City Schools

Filing Date

Building and Assignment _____

GRIEVANT _____

* * * * *

LEVEL 1

Date Grievance Discussed with Supervisor/Principal _____

Date of Grievance _____

Statement of the Alleged Grievance (the precise action or inaction that is claimed to be a violation, misinterpretation or misapplication of the Agreement, or the violation of fair treatment, and reference to the specific contract provision(s) involved, where applicable):

Relief sought by the grievant:

Date _____

Signature of Grievant

Disposition by Principal: _____

Date _____

Signature of Principal

Grievant and/or NREA Building or Association Representative Position: _____

Date _____

Signature of Building or Association Rep.

DISTRIBUTION:

- 1. Principal
- 2. Building or Association Representative
- 3. Grievant
- *4. PR&R Committee
- *5. Superintendent

*Copies 4 and 5 to be forwarded to PR&R Committee when grievance is processed at Level 2.

ALL PROVISIONS MUST BE STRICTLY OBSERVED IN SETTLEMENT OF GRIEVANCE.

LEVEL 2....

Date Received by PR & R Committee _____

PR & R Position:

Date _____

Signature of PR & R Representative

Date Received by Superintendent _____

Disposition by Superintendent:

Date _____

Signature of Superintendent

Position of Grievant and/or Association:

Date _____

Signature of Association Representative

(If grievance enters Level 3, copies of all previous level reports will be filed with the arbiter.)

APPENDIX C

NORTH ROYALTON CITY SCHOOLS
OFFICE OF THE SUPERINTENDENT

CONTINUING CONTRACT (TENURE) APPLICATION

Teacher's Name _____

To be considered for continuing contract (tenure) status, the following guidelines must be completed.

1. This form, the Continuing Contract (Tenure) Application, must be on file in the Central Office by September 30th of the school year when continuing contract (tenure) is requested.
2. A teacher must have on file by March 1st of the school year in which continuing contract (tenure) is requested the following documentation:

For teachers initially licensed prior to January 1, 2011, either:

- A. A Professional or Permanent teaching certificate, or
- B. A Professional Educator's License and documentation of either of the following:
 - 1) If a Master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, the applicant must have completed thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
 - 2) If a Master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
- C. A letter from the Ohio State Department of Education indicating that a teacher has met all of the requirements for a professional certificate/license can be used in place of the actual certificate/license until the certificate/license is issued. The certificate/license must be on file by October 1st of the following school year or the teacher will not have continuing contract status and must reapply.

For teachers initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:

- 1) Holds a professional, senior professional, or lead professional license;
- 2) Has held an educator's license for at least seven (7) years; and
- 3) Has completed either of the following:
 - (i) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
 - (ii) If the teacher held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or

APPENDIX D

CONVERSION OF PERSONAL LEAVE DAYS TO SICK LEAVE DAYS

I am requesting that any unused personal leave days for the _____ school year be converted to sick leave days per Article 18 of the Agreement. I understand that this conversion of personal leave days to sick leave days disqualifies me for any Merit Incentive for Attendance Payments (Article 42).

Print Name

Signature

Date

This form must be submitted to the District Treasurer's office no later than June 15th. Failure to submit this form by June 15th will make the teacher ineligible to convert personal leave days to sick leave days.

APPENDIX E

North Royalton Teacher Evaluation Manual

policy

**BOARD OF EDUCATION
NORTH ROYALTON CITY SCHOOL DISTRICT**

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STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the North Royalton Education Association, (herein after NREA), and in all extensions and renewals thereof.

This policy has been developed in collaboration with teachers employed by the Board.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes and directs the Superintendent to establish and maintain an ongoing evaluation committee, with continuing participation by District teachers represented by the NREA, and for the express purpose of recommending necessary changes to the Board for the appropriate revision this policy.

Definitions

"OTES" - The Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

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“Teacher” – For purposes of this policy, “teacher” means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the NREA.

The Superintendent, Treasurer, and/or Business Manager and any “other administrator” as defined by R.C. 3319.02 are not subject to evaluation under this policy

“Credentialed Evaluator” - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education for teacher evaluation;
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment; and
- D. is employed by the North Royalton City School District as a District Administrator.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

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“Core Subject Area” – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

“Student Growth” – for the purpose of the District’s evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

“Student Learning Objectives” (“SLOs”) - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

“Shared Attribution Measures” – student growth measures that can be attributed to a group.

“Value-Added” – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on State issued standardized assessments.

“Vendor Assessment” – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- A. accomplished;
- B. proficient;
- C. developing; or
- D. ineffective

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The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- A. understanding student learning and development and respecting the diversity of the students they teach;
- B. understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;
- F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- G. assuming responsibility for professional growth, performance and involvement.

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Formal Observation and Classroom Walkthrough Sequence

- A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year conducted by one (1) evaluator. The first observation will be completed no later than January 25th. Documentation of the observation will be provided to the teacher in a timely manner.

- B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs each school year conducted by one (1) evaluator. The first observation must be completed no later than November 10th. The second observation must be no later than January 25th. Documentation of the observation will be provided to the teacher in a timely manner.

A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

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Formal Observation Procedure

- A. The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The second observation will be unannounced.
- B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

- A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- B. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.
- C. A final debriefing and completed form must be shared with the employee within a reasonable period of time, but no later than ten (10) work days.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has sixty (60) or more unexcused absences for the school year will not be included in the determination of student academic growth.

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In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1. Teachers instructing in value-added subjects exclusively¹;
- A2. Teachers instructing in value-added courses, but not exclusively²;

OR

- B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.³

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

¹ If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, the entire student academic growth factor of the evaluation (i.e. fifty percent (50%)) shall be based on the value-added progress dimension.

²For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable at the middle school level (grades 5-8) only. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule. Elementary reading specialists and elementary response to intervention teachers will share the building-level Value Added composite score.

³ If used, only one (1) "shared attribution" measure can be utilized per instructor.

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When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth in the Appendix of the "District OTES Student Growth Measures Manual."

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- A. above;
- B. expected;
- C. below.

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Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

Teacher Performance

		4	3	2	1
Student Growth Measure	Above	Accomplished	Accomplished	Proficient	Developing
	Expected	Proficient	Proficient	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available in their specific building for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."

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- B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form"
- C. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form." A teacher who receives their initial ineffective rating will have a different evaluator assigned to them for the subsequent year as chosen by the administration.

Core Subject Teachers - Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- A. failing to complete all required written examinations under this section;
- B. a failing score on a written examination(s) taken pursuant to this section;
- C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- D. failure of a teacher to complete the required professional development.

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Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

policy

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“Poorly Performing Teachers” refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

“Comparable Evaluations”- Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of “Ineffective,” “Developing,” “Proficient,” and “Accomplished.”

Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the non-renewal and termination statutes of the Ohio revised code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the NREA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the NREA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher’s summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226
R.C. 3319.26, 3319.58, 3333.0411
A.C. 3301-35-03(A)

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